

County of Los Angeles Public Library ■ www.colapublib.org 7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



June 2, 2009

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, CA 90012

Dear Supervisors:

AWARD OF TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES CONTRACTS FOR PUBLIC LIBRARY (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Public Library is recommending that the Board of Supervisors approve the contracts with Library Associates, Inc. and AppleOne Employment Services at a combined maximum annual amount of \$600,000 to provide as-needed temporary professional librarian and paraprofessional personnel services to the Public Library for a period of three years effective upon your Board's approval.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached contracts with Library Associates, Inc. and AppleOne Employment Services to provide temporary professional librarian and paraprofessional personnel services for a period of 36 months, with two 12-month renewal options and month-to-month extensions, not to exceed a total of six months, at a combined annual amount not to exceed \$600,000. These contracts shall become effective upon your Board's approval.

> Authorize the County Librarian to exercise the renewal options and month-tomonth extensions not to exceed six months under the terms of the contracts at her sole discretion and to increase expenditures, not to exceed ten percent of the estimated annual cost for a particular contract year based on an increase in unanticipated work.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This is to recommend that the Board approve the award of the contracts to Library Associates, Inc. and AppleOne Employment Services for temporary professional librarian and paraprofessional personnel services on an as-needed basis which will provide the Public Library with the ability and flexibility to maintain operations with minimal disruption to library customers. The recommended contract award also provides the Department, on an as-needed basis, with expertise that the Public Library does not possess such as the cataloging of various non-English library books and materials.

Implementation of Strategic Plan Goals

Approval of the recommended award is consistent with the County's Strategic Plan Goals in the areas of Operational Effectiveness (1) and Community and Municipal Services (3).

FISCAL IMPACT/FINANCING

The Department is requesting approval for a combined maximum annual amount not to exceed \$600,000 under these contracts. The cost for these contracts will be paid from existing funds included in the Department's operating budget. The contract documents provide that the County guarantees no minimum service or expenditure to the contractors.

The Public Library anticipates that there will be fewer hard-to-recruit positions in the next three years due to the difficult economic situation. If that projection is accurate, the use of these contracts may also be reduced but it is not possible to accurately predict the effect at this time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Under the provisions of Section 2.121.250 through Sections 2.121.420 of the Los Angeles County Code as amended, proposals were solicited for the provision of temporary professional librarian and paraprofessional personnel services for the Public Library. All requirements of the California Government Code 31000.4 for contracting of temporary services have been met and there is no conflict of interest. The solicitation permits the award of more than one contract, and the Department has determined that the award of two contracts will provide more flexibility in maintaining operations. It has been the Department's practice for a number of years to have two contracts available to meet the need for professional librarian and paraprofessional personnel services, and the award of these contracts is consistent with that practice.

The County is authorized under California Government Code Section 31000.4 to obtain temporary help to assist the County during any peak load, temporary absence, or emergency other than a labor dispute. Use of temporary help under this Government Code Section is limited to a period not to exceed ninety (90) days (720 hours) for any single peak load, temporary absence, or emergency situation.

The contracts contain a provision which requires the contractors to give first consideration for any employment openings to qualified permanent County employees who are targeted for layoffs or on the County's re-employment list during the life of the contracts. The recommended contractors also agree to comply with the Jury Service Program and the Safely Surrendered Baby Law.

On final analysis and consideration of the awards, the recommended contractors were selected without regard to gender, race, color, creed, or national origin.

This Board letter has been reviewed and approved by CEO Employee Relations and the Department of Human Resources. In addition, advanced copies of the Request for Proposal, the proposed Contracts and the Board letter have been provided to SEIU Local 721. The Public Library met with representatives of SEIU Local 721 on March 24, 2009 to answer questions regarding the proposed Contracts.

County Counsel has reviewed and approved the proposed contracts as to form.

CONTRACTING PROCESS

On July 28, 2008, proposals were solicited from the Public Library's proposers' list (Attachment A), which includes contractors listed in the County's Office of Affirmative Action Compliance Community Business Enterprise (CBE) Database.

Advertisements were placed in the Los Angeles Times, The Sentinel, and a number of bilingual community newspapers published by the The Eastern Group. The solicitation information was also made available to prospective contractors on the Internet through the Office of Small Business website. The CBE information is summarized in Attachment B.

The Public Library received a total of four proposals and in September 2008, these proposals were evaluated utilizing a consensus scoring method. Each proposal was rated on the following criteria: proposer's qualifications; proposer's approach to providing required services; proposer's quality control plan; and cost. All related evaluation materials and scoring documents were retained. The Public Library also reviewed available resources to assess the recommended contractors past performance, and history of labor violations.

The Department determined, through the Request for Proposals process, that these services can be performed by Library Associates, Inc. and AppleOne Employment Services. These recommended contractors were ranked the highest overall, and were determined to have the most responsive and responsible proposals.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts as these contracts are for non-Proposition A services.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 of CEQA.

IMPACT ON CURRENT SERVICES

Approval of these contracts will assure continuation of temporary professional librarian and paraprofessional personnel services for the Public Library with minimal disruption to library customers.

CONCLUSION

Please return an adopted copy of the Board Letter and the contracts to the Public Library and the Office of the County Counsel. In addition, please return to the Public Library two fully conformed copies of the contracts with original signatures.

Respectfully submitted,

MARGARET DONNELLAN TODD

County Librarian

MDT:TM:MR:bf

Attachments (4)

c: Chief Executive Office Acting County Counsel

Executive Officer, Board of Supervisors

Auditor-Controller

2ND CENTURY TECHNOLOGIES, INC 2 EXECUTIVE DRIVE, SUITE 230 SOMERSET, NJ. 08873 A T RESOURCES, INC. 2060-D AVE DE LOS ARBOLES, #611 THOUSAND OAKS, CA, 91362

A.S.K. DATA SYSTEMS, INC. PO BOX 766I MANCHESTER, MO, 63011-1066

ABBOTT STAFFING COMPANIES 2090 N. TUSTIN AVE., STE. 250 SANTA ANA, CA, 92705

ABUNDANT CARE 13428 MAXELLA AVENUE #363 MARINA DEL REY, CA, 90292 ACCENT NETWORKS 26 STRATFORD IRVINE, CA, 92620-3253

ACCESS NURSES, INC. 5935 CORNERSTONE COURT W 3RD FL SAN DIEGO, CA, 92121 ACCESS RESOURCE GROUP 1610 E. 1ST ST LONG BEACH, CA, 90802-5935 ACCOUNT MANAGEMENT ASSOCIATESAMPRO STAFFING AMPRO STAFFING, 41 E. FOOTHILL BLVD., STE. 106 ARCADIA, CA, 91006-2361

ACCOUNTING PRINCIPALS 11845 W. OLYMPIC BLVD., STE. 702 LOS ANGELES, CA, 90064-1149 ACRO SERVICE CORPORATION 40 N. ALTADENA DR. PASADENA, CA, 91107-3345 ACS CONSULTANT COMPANY INC 5225 AUTO CLUB DRIVE DEEARBORN, MI, 48126

ACT 1 PERSONNEL STAFFING 16371 BEACH BLVD., STE. 237 HUNTINGTON BEACH, CA, 92647-4160

ACT 1 PERSONNEL STAFFING 1999 W. 190TH ST. TORRANCE, CA, 90504-6202 ACTION TECHNICAL 833 W. 17TH ST. COSTA MESA, CA, 92627-4313

ADDISON INTERNATIONAL PO BOX 8116 INDUSTRY, CA, 91748-3900 ADMIN BUS SERVICES INCDBA ABS PERSONNEL 711 E. BALL RD SUITE 201 ANAHEIM, CA, 92805 AFFLALOS INC.EXPRESS PERSONNEL SERVICES EXPRESS PERSONNEL SERVICES 3961 SEPULVEDA BLVD., SUITE 206 CULVER CITY, CA, 90230

AFRA CONSULTING & SERVICES INC 4551 GLENCOE AVENUE, SUITE 245 MARINA DEL REY, CA, 90292 AHR PHARMACY SOLUTIONS 20532 EL TORO RD, SUITE 302 MISSION VIEJO, CA, 92692 AJILON PROFESSIONAL STAFFINGAJILON LEGAL AJILON LEGAL 10940 WILSHIRE BLVD SUITE 850 LOS ANGELES, CA, 90024

ALERT STAFFING 300 CORPORATE POINTE, STE. 300 CULVER CITY, CA, 90230-8716 ALL'S WELL HEALTHCARE SERVICES 16371 BEACH BVLD.#141 HUNTINGTON BEACH, CA, 92647 ALLIANCE PERFUSION LLC 1981 SCENIC RIDGE DR CHINO HILLS, CA, 91709

ALLIANCE RESOURCE CONSULTING 1 WORLD TRADE CTR., STE. 420 LONG BEACH, CA, 90831-0420 ALMA PALACIOS 833 N. HAZARD AVE. LOS ANGELES, CA, 90063-3341 AMERICA WORKS 228 E 45TH ST., 16TH FL NY, NY, 10017

AMERICAN UNIVERSITY OF
HEALTHSCIENCES
SCIENCES, 3501 ATLANTIC AVENUE,
LONG BEACH, CA, 90807

AMEY MANAGEMENT SERVICES P.O. BOX 76077 LOS ANGELES, CA, 90076

AMICUS 645 N GARDNER ST LOS ANGELES, CA, 90036-5712

AMM VENTURES INC.PROMED
HEALTHCARE STAFFIN
PROMED HEALTHCARE STAFFIN, 665
SAN RODOLFO DRIVE, STE. 124-117,
SOLANA BEACH, CA, 92075

AMS CONSULTING 5359 SAN VICENTE BLVD., APT. 99 LOS ANGELES, CA, 90019-2736 ANCESTRAL ACQUISITIONS 2605 BRIGHTON AVENUE LOS ANGELES, CA, 90018

ANDERSON ASSOCIATES STAFFING 6310 SAN VICENTE BLVD., STE. 400 LOS ANGELES. CA. 90048-5427 ANOTHER PAIR OF HANDS, INC. 3250 WILSHIRE BLVD., STE. 1500 LOS ANGELES, CA, 90010-1608

AON CONSULTING 707 WILSHIRE BLVD., STE. 5700 LOS ANGELES, CA, 90017-3543

APLAN INC. 7 CORPORATE PARK, SUITE 250 IRVINE, CA, 92606 APPLIED MGMT. CONSULTANTS 11925 WILSHIRE BLVD., STE. 200 LOS ANGELES, CA, 90025-6618 APR CONSULTING, INC. 22632 GOLDEN SPRINGS DR., STE. 380 DIAMOND BAR, CA, 91765-5487

ASSIGNMENT READY, INC. 26651 AGOURA RD CALABASAS, CA, 91302-1959 ASSISTANCE LEAGUE OF SO CA VOLUNTEER CENTER OF L A - ATTN: JIM LEAHY, 8134 VAN NUYS BLVD., STE. 200 PANORAMA CITY, CA, 91402-4818

AT-TECH 16371 BEACH BLVD., STE. 221, , HUNTINGTON BEACH, CA, 92647-4105

AVANTI CONSULTANTS 6949 DOHENY PL., APT. C ALTA LOMA, CA, 91701-6101 B. E. SMITH 9777 RIDGE DRIVE, SUITE 300 LENEXA, KS, 66219 BACK OFFICE SUPPORT SERVICE 5757 W. CENTURY BLVD LOS ANGELES, CA, 90045-6401

BAYARD 4929 WILSHIRE BLVD., STE. 415 LOS ANGELES, CA, 90010-3800 BAYSIDE RECRUITING LLC 27102 WINGED ELM DRIVE WESLEY CHAPEL, FL, 33544 BECTON HEALTHCARE RESOURCES 200 WEBSTER ST., STE. 130 OAKLAND, CA, 94607-4108

BEHAVIORAL HEALTH CONCEPTS INCEVALUATION CONCEPTS EVALUATION CONCEPTS 2716 FORUM BLVD., STE. 4 COLUMBIA, MO, 65203-5450

BENNETT-STREB & ASSOC. 750 E. GREEN ST., STE. 305 PASADENA, CA, 91101-2134 BIDDLE CONSULTING GROUP INC 193 BLUE RAVINE ROAD, SUITE 270, FOLSOM, CA, 95630

BLUEJIREH INCORPORATED 2846-H REGAL CIRCLE HOOVER, AL, 35216 BONAVENTURE BUSINESS CENTER 404 S. FIGUEROA ST., STE. 105 LOS ANGELES, CA, 90071-1794

BOTTOM LINE CONSULTING INC 10940 WILSHIRE BLVD., SUITE 1600, , LOS ANGELES, CA, 90024

BRAY & ASSOCIATES
301 ATLANTIC AVE
LONG BEACH, CA, 90802-2526

BRIGHT GIRL & ASSOCIATES 112 W. ACACIA AVE., APT. 208 GLENDALE, CA, 91204-3378 BROADWAY SOLUTIONS 6865 E. WASHINGTON BLVD MONTEBELLO, CA, 90640

BUILD REHABILITATION IND. 1323 TRUMAN ST SAN FERNANDO, CA, 91340-3221 BUSINESS RESOURCE GROUP 13545 HAWTHORNE BLVD #200 HAWTHORNE, CA, 90250

C-COM CONSULTING GROUP, INC. 1209 TURF DR OCEANPORT, NJ, 07757-1026

CABRERA CONSULTING SERVICE PO BOX 255073 SACRAMENTO, CA, 95865-5073 CAK INTERNATIONAL, LLC 17595 HARVARD AVENUE, SUITE C549, IRVINE, CA, 92614 CALIBER ASSOCIATES 10530 ROSEHAVEN ST., STE. 400 FAIRFAX, VA, 22030-2840

CALIFORNIA TECHNOLOGY SERVICES PO BOX 70726 PASADENA, CA, 91117-7726 CALIFORNIA WORKFORCE ASS'N. 1530 J STREET LOFT 300 SACRAMENTO, CA, 95814 CANOPY RESOURCE SOLUTIONS, INC 26741 PORTOLA PKWY., STE. 1E # 412 FOOTHILL RANCH, CA, 92610-1763

CARDINAL HEALTH 184 TECHNOLOGY DR., STE. 100 IRVINE, CA, 92618-2457

CARDINAL HEALTHCARE STAFFING 5665 ATLANTA HIGHWAY SUITE 103-102 ALPHARETTA, GA, 30004 CAREERBUILDERGOVERNMENT SOLUTIONS LLC GOVERNMENT SOLUTIONS LLC, 200 N. LASALLE STREET SUITE 1100, CHICAGO, IL, 60601

CATHYJON ENTERPRISES, INCDBA: HB STAFFING 2120 MAIN ST., STE. 260 HUNTINGTON BEACH, CA, 92648-6419 CBIZ ACCOUNTING, TAX ANDADVISORY
OF ORANGE COUNTY, INC
2301 DUPONT DR., STE. 200
IRVINE, CA, 92612-7503

CEDAR ENTERPRISE SOLUTIONS 400 CONTINENTAL BLVD., 6TH FLOOR, EL SEGUNDO, CA, 90245-5076

CGI TECHNOLOGIES & SOLUTIONSINC 350 S. GRAND AVE., STE. 2350 LOS ANGELES, CA, 90071-3433 CHERRYROAD TECHNOLOGIES 2355 MAIN ST., STE. 130 IRVINE, CA, 92614-4290 CHG HEALTHCARE SERVICES 6440 MILLROCK DR SALT LAKE CITY, UT, 84121

CHICAGO SYSTEMS GROUP, INC. 180 N. STETSON AVE., STE. 3200 CHICAGO, IL, 60601-6790 CHOICE PERSONNEL 900 WILSHIRE BLVD., STE. 630 LOS ANGELES, CA, 90017-4707 CHRISTOPHER W. COFER, MPPA 59 S. MERIDITH AVE., APT. 4 PASADENA, CA, 91106-2815

CHUFFED ENTERPRISES 14007 MORRISON ST SHERMAN OAKS, CA, 91423-1940 CLEAR VISION II 3723 WESTSIDE AVE LOS ANGELES, CA, 90018-4142 CM CONSULTS 7822 VERAGUA DR PLAYA DEL REY, CA, 90293-7980

COLEY AND ASSOCIATES 140 HEIMER ROAD SAN ANTONIO TX, TX, 78232 COMMUNITY OUTREACH ANDOPPORTUNITY PROGRAMS OPPORTUNITY PROGRAMS, 8936 S. SEPULVEDA BLVD., SUITE #202 LOS ANGELES, CA. 90045

COMPASS RECRUITING 756 DAILEY AVE. SAN JOSE, CA, 95123-2958

COMPETITIVE STAFFING SOLUTIONSINC. 14042 TEDEMORY DR. WHITTIER, CA, 90605-1038

COMPUTERWORKS TECHNOLOGIES 711 S. VICTORY BLVD BURBANK, CA, 91502-2426

CONSTELLATION CONSULTING GROUP 11342 MAPLE ST WHITTIER, CA, 90601-2616

CONSULTING DIRECT, INC. 11301 W. OLYMPIC BLVD., #410 LOS ANGELES, CA, 90064-1653 COPLEY PRESS INCDAILY BREEZE DAILY BREEZE, 5215 TORRANCE BLVD TORRANCE, CA, 90503 CORESTAFF SERVICES 16133 VENTURA BLVD., STE. 880 ENCINO, CA, 91436-2438

CORESTAFF SERVICES 2 NORTH LAKE AVENUE, SUITE 900 PASADENA, CA, 91101 COTELLIGENT 100 THEORY, STE. 200 IRVINE, CA, 92617-3057 COVENANT INDUSTRIES INC. 3455 S. NOGALES ST., STE. 135 WEST COVINA, CA, 91792-5102

CPEHR INC 9200 SUNSET BLVD, SUITE 1100 WEST HOLLYWOOD, CA, 90069 CREATIVE ANSWERS, INC. 5777 WEST CENTURY BOULEVARD, SUITE 910 LOS ANGELES, CA, 90045

CUSTOM RESEACH SOLUTIONS 5450 KATELLA AVE., STE. 104 LOS ALAMITOS, CA, 90720-6803

CWH MANAGEMENT SOLUTIONS 9085 E. MINERAL CIR., STE. 350 CENTENNIAL, CO, 80112-3400 CYBERLINK TECHNOLOGIES, INC. 6700 FALLBROOK AVE., STE. 126 WEST HILLS, CA, 91307-3553 CYNOSURE MANAGEMENT SOLUTIONS 3460 WILSHIRE BLVD. SUITE 1126 LOS ANGELES, CA, 90010-2231

D W MCCALL & DAUGHTERS, INC.DWM GUARDIAN ANGEL & ASSOC. DWM GUARDIAN ANGEL & ASSOC 39045 FOXHOLM DRIVE PALMDALE, CA, 93551

DARNELL TECHNICAL SERVICES,INC 1912 N. BROADWAY, STE. 106 SANTA ANA, CA, 92706-2621 DELOITTE CONSULTING LLP 2868 PROSPECT PARK DR., STE. 400 RANCHO CORDOVA, CA. 95670-6065

DEVELOPMENT CONSULTING NETWORK
PO BOX 713
COBB, CA, 95426-0713

DEVELOPMENT DIMENSIONS INT'L. 3100 BRISTOL ST COSTA MESA, CA, 92626-3099

DIVERSE CAREERS PO BOX 3024 CORONA, CA, 92878

DIVINE AMERICA, INC. 18000 STUDEBAKER ROAD, SUITE 285, CERRITOS, CA, 90703 DO IT RECRUITING 2001 S. BARRINGTON AVE., STE. 100 LOS ANGELES, CA, 90025-5337 DONNOE & ASSOCIATES, INC. 5743 MARCONI AVE. CARMICHAEL, CA, 95608-4413

DOUGLAS LARSON, PH.D. PO BOX 8457 REDLANDS, CA, 92375 DR. ROSIE MILLIGAN
1425 W. MANCHESTER AVENUE, SUITE
"C"
LOS ANGELES, CA. 90047

DR. STEVE ALBRECHT, PHR, CPP 9528 MIRAMAR ROAD, #270 SAN DIEGO, CA, 92126

DUFOUR LAW GROUPDUFOUR SEMINARS 831 F STREET SACRAMENTO, CA, 95814

DYNACOM PROS, INC. 18034 VENTURA BLVD, SUITE 474, ENCINO, CA, 91316 DYNAMIC CONCEPTS 3020 OLD RANCH PKWY., STE. 300, , SEAL BEACH, CA, 90740-2751

DYNAMICS OF BUSINESS INC. P.O. BOX 768 PASADENA, CA, 91102 E-CONSULTING, INC. 9808 HICKORY HOLLOW LN IRVING, TX, 75063-5043 E-CORE TECHNOLOGIES, INC. 516 SE. MORRISON ST., STE. M3 PORTLAND, OR, 97214-2379

EB JACOBS, LLC 300 S. BURROWES ST STATE COLLEGE, PA, 16801-4012 EDWARD H. DAVIS MEDIATION 5942 EDINGER AVE., STE. 113-226 HUNTINGTON BEACH, CA, 92649-1763 EGF'S SMALL BUSINESS CONSULTIN 5914 BIXBY VILLAGE DR., APT. 77 LONG BEACH, CA, 90803-6315

ELABOR INC. 5153 CAMINO RUIZ CAMARILLO, CA, 93012-8663

ELINK SOFTWARE 10950 CHURCH STREET, SUITE 423 RANCHO CUCAMONGA, CA, 91730 PO BOX 4819 COVINA, CA, 91723-4819

ELITE COMPUTER CONSULTANTS CORD/B/A ECCO SELECT 3101 BROADWAY ST., STE. 460 KANSAS CITY, MO, 64111-2478

EMA, INC. 8885 RIO SAN DIEGO DR., STE. 301 SAN DIEGO, CA, 92108-1610 EMERALD CITY SOFTWARE 3131 WESTERN AVE, SUITE 324 SEATTLE, WA, 98121

EMLAC COMMUNICATIONS INC. 6601 4TH AVE. LOS ANGELES, CA, 90043-4556 ENCOMPASS KNOWLEDGE SYSTEMS 100 CORPORATE POINTE, SUITE 210 CULVER CITY, CA, 90230 ENHANCEMENT CONSULTING GROUP 238 VENUS ST THOUSAND OAKS, CA, 91360-2957

ENI CONSTRUCTION MGMT SERVICES 2221 FEATHER ROCK RD DIAMOND BAR, CA, 91765-3216 ENSEMBLE WORKFORCE SOLUTIONS 530 W. DUARTE RD., UNIT. B MONROVIA, CA, 91016-5360 ENVISION 6317 CAHUENGA BLVD NORTH HOLLYWOOD, CA, 91606-3907

EQUATERRA 3 RIVERWAY SUITE 1660 HOUSTON, TX, 77056 EQUIFAX INFORMATION SERVICES 2601 SATURN ST., STE. 301 BREA, CA, 92821-6702 ERGOMETRICS & APPLIED RESEARCH 18720 33RD AVE WEST, STE 200 LYNNWOOD, WA, 98037

ERISS 16644 WEST BERNARDO DRIVE, SUITE 100 SAN DIEGO, CA, 92127

ESTEEM PERFORMANCE ASSOCIATES P.O. BOX 937 BONSALL, CA, 92003-4709

EXCELL PERSONNEL 8611 W. CRENSHAW BLVD, SUITE 211 INGLEWOOD, CA, 90305

EXEMPLAR HUMAN SERVICES, LLC 13308 COUNTRY TRAILS LANE AUSTIN, TX, 78732 EXPERIO SOLUTIONS, INC. 18300 VON KARMAN AVE IRVINE, CA, 92612-1057 EXPRESS PERSONNEL SERVICESARDENT VENTURES, INC. ARDENT VENTURES, INC., 1111 N. BRAND BOULEVARD, SUITE J GLENDALE, CA, 91202

FAY CRATON, LMFT PO BOX 90193 LOS ANGELES, CA, 90009 FIREFIGHTER SELECTION, INC.
DBA FIRE & POLICE SELECTION INC,
193 BLUE RAVINE ROAD SUITE 270
FOLSOM, CA, 95630

FIREFIGHTER'S ABC'S 9315 BRAQUET AVE GILROY, CA, 95020

FIRST CLASS STAFFING, INC. 437 GRANT ST., FRICK BUILDING MEZZANINE PITTSBURGH, PA, 15219-6002

FORCE OF HOPE EDC 777 WEST 190TH STREET LOS ANGELES, CA, 90248 FOX CREEK TECHNOLOGY, LLC 667 PATTERSON AVE GLENDALE, CA, 91203-1029

FRANKLIN HILL GROUP 1032 FRANKLIN STREET SANTA MONICA, CA, 90403-2322 FREEDOM HEALTHCARE STAFFING 2600 SOUTH PARKER ROAD, 6-360 DENVER, CO, 80014 FRIEDLAND ASSOCIATES INC 430 S. BURNSIDE AVE., APT. 5D LOS ANGELES, CA, 90036-5328

FRONTLINE PUBLICATIONS 22386 SUNLIGHT CRK LAKE FOREST, CA, 92630-5643 FUTURE PERSONNEL AGENCY INC. TOP TEMPO 3731 WILSHIRE BLVD., SUITE 512 LOS ANGELES, CA, 90010

ZTA & ASSOC., INC. 2036 CULLIVAN ST LOS ANGELES, CA, 90047-4635

G. GOVINE CONSULTING 260 N. MAR VISTA AVENUE, SUITE 2 PASADENA, CA, 91106-1413 GANS, GANS & ASSOCIATES 4129 E. FOWLER AVE TAMPA, FL, 33617-2011 GARNER CONSULTING 35 N. LAKE AVE., STE. 720 PASADENA, CA, 91101-1856

GC SERVICES LTD PARTNERSHIP 24411 RIDGE ROUTE DR., STE. 120 LAGUNA HILLS, CA, 92653-1691 GEOSEARCH INC PO BOX 60789 COLORADO SPRING, CO, 80960-0789 GFTA GWYN FOXX TALENT AGENCYGFTA GFTA, 3500 WEST OLIVE AVE STE 300 BURBANK, CA, 91505-9122

GLOBAL DATA RESEARCH SERVICES 2694 E. GARVEY AVE. S., # 350 WEST COVINA, CA, 91791-2113 GLOBAL ENVIRONMENTAL NETWORK, INC. (GENI) 106 W. 4TH ST SANTA ANA, CA, 92701-4646

GLOBAL RESOURCE MANAGEMENT INC 5400 LAUREL SPRINGS PKWY STE 902 SUWANEE, GA, 30024

GONZALEZ & COMPANY 18662 MACARTHUR BLVD IRVINE, CA, 92612-1200

GOVERNET
6435 SETTING SUN DR
HUNTINGTON BEACH, CA, 92648-6715

GP CONSULTING 17328 VENTURA BLVD SUITE 373 ENCINO, CA, 91316

GRADUATE SCHOOL, USDA 600 MARYLAND AVENUE SW, SUITE 270, WASHINGTON, DC, 20024-2520

GRANT WRITER PO BOX 4322 VISALIA, CA, 93278-4322 GRAY SYSTEMS, INC 3160 CAMINO DEL RIO S., STE. 308 SAN DIEGO, CA, 92108-3835

GSS AMERICA INC 220 W CAMPUS DR, SUITE # 104, ARLINGTON HEIGHTS, IL, 60004-1498 GURU, INC. 615 BATTERY ST SAN FRANCISCO, CA, 94111-1808

H.L. YOH COMAPNY, LLC 14140 VENTURA BLVD, STE. 250 SHERMAN OAKS, CA, 91423-2752

HAIG BARRETT INC. 233 WILSHIRE BOULEVARD SANTA MONICA, CA, 90401 HAPPY HOUR MEDIA STAFFING 12340 SANTA MONICA BLVD., STE. 237 LOS ANGELES, CA. 90025-0405 HAR-MAR PO BOX 5339 BEVERLY HILLS, CA, 90209-5339

HARMONY HOUSESTRATEGIC
PLANNING
STRATEGIC PLANNING, 1909
NORTH NIAGARA, BURBANK, CA, 91505

HARVARD CONSULTING GROUP, INC 555 CAJON STREET, SUITE A REDLANDS, CA. 92373

HCL (MASS.),INC 400 CROWN COLONY DRIVE, SUITE 500, QUINCY, MA, 02169

HEALTH ENTERPRISES LIFE LONG ALTERNATIVE HOME CARE, 5805 SEPULVEDA BLVD. STE 740 SHERMAN OAKS, CA, 91411-2549

HEALTH TALENT INC. 100 ELK RUN DRIVE, SUITE 115 BASALT, CO, 81621 HEALTHCARE RESOURCES &TECHNOLOGIES 215 THROCKMORTON AVENUE # 3 MILL VALLEY, CA, 94941

HEALTHSOURCE CONSULTING 14 CANYON CREEK VLG. # 21 RICHARDSON, TX, 75080-1602 HELPMATES STAFFING SERVICES 900 WILSHIRE BLVD., STE. 914 LOS ANGELES, CA, 90017-4710 HOWROYD WRIGHT, DBA APPLEONE EMPLOYMENT SVCS 327 W. BROADWAY GLENDALE, CA, 91204-1301

HR CONCEPTS PO BOX 9208 MARINA DEL REY, CA, 90295-1608

HR NETWORK, INC. 12062 VALLEY VIEW ST., STE. 215 GARDEN GROVE, CA, 92845-1739 HR OHANA CORPORATION 222 N. SEPULVEDA BLVD., STE. 2000 EL SEGUNDO, CA, 90245-5614

HUMAN RESOURCE CAPITALCONSULTANTS INC. 6236 PASEO COLINA CARLSBAD, CA, 92009-2103

HUMAN RESOURCES MARKETING 1717 RISING GLEN RD LOS ANGELES, CA, 90069-1250

HUNTER RECRUITMENT ADVISORS 6222 WILSHIRE BLVD., STE. 313 LOS ANGELES, CA, 90048-5193

HUNTERBROWN CONSULTING PO BOX 338 BANGOR, CA. 95914-0338 IDEAL STAFFING SOLUTIONS INC 3535 INLAND EMPIRE BLVD ONTARIO, CA, 91764 IMRG STAFFING SOLUTIONS INC 4640 FORBES BLVD SUITE 200A LANHAM, MD, 20706

INDUSTRIAL /
ORGANIZATIONALSOLUTION, LLC
1127 S. MANNHEIM RD. STE. 203
WESTCHESTER, IL, 60154-2562

INFORMATION ANALYTICS, INC. 23418 FERN PL. MURRIETA, CA, 92562-2234 INFORMATION BUILDERS, INC. 2 PENN PLZ. NEW YORK, NY, 10121-0101

INFORMATION TECH. SOLUTIONS 555 W. 5TH ST., STE. 3100 LOS ANGELES, CA, 90013-1010 INLAND EMPIRE
VETERANSEMPLOYMENT COMMITTEE
237 WEST RIVER ROAD
CORONA, CA, 92880

INLAND STRATEGIES GROUP, INC. 3585 MAIN ST., STE. 208 RIVERSIDE, CA, 92501-2809

INNOVATIVE LEARNING SYSTEMS 340 5TH ST HUNTINGTON BEACH, CA, 92648-5120 INSTITUTE FOR MULTICULTURAL RESEARCH AND DEVELOPMENT 345 PIONEER DRIVE #304 GLENDALE, CA, 91203 INTEGRATED MANAGEMENT RESOURCE 4550 FORBES BLVD., STE. 130 LANHAM, MD, 20706-6300

INTELISTAF HEALTHCARE, INC. 4101 MCEWEN RD., STE. 200 DALLAS, TX, 75244-5112 INTELLISWIFT SOFTWARE INC 3190 ARGONAUT WAY, SUITE #210 FREMONT, CA, 94538 INTERACTION ASSOCIATES, INC. 600 TOWNSEND ST., STE. 550 SAN FRANCISCO, CA, 94103-4945

INTERETHNICA 7951 ROSEWOOD AVENUE LOS ANGELES, CA, 90048-2710

INTERNATIONAL FIELDWORKS, INC. 1626 PUEBLA DR GLENDALE, CA, 91207-1232 INTERNATIONAL RESCUE COMMITTEE 425 E COLORADO STREET, SUITE 550, GLENDALE, CA, 91205

INVANTAS SOLUTIONS CORP. 5482 WILSHIRE BLVD., STE. 129 LOS ANGELES, CA, 90036-4218 INVESTMENT
MANAGEMENTENTERPRISE INC.
2401 26TH RD. S
ARLINGTON, VA, 22206-2819

IRVINE TECHNOLOGY CORPORATION 200 SANDPOINTE AVE., STE. 820 SANTA ANA, CA, 92707-5760

ISPACE, INC. 2141 ROSECRANS AVENUE, SUITE 5175 EL SEGUNDO, CA, 90245 ISSG 300 E. MAGNOLIA BLVD., STE. 403 BURBANK, CA, 91502-3263 IT CAREER RESOURCE,INC. 1500 QUAIL ST., STE. 550 NEWPORT BEACH, CA, 92660-2748

J. JIREH & ASSOCIATES, INC 729 MISSION ST SOUTH PASADENA, CA, 91030-3069 JANE KOW & ASSOCIATES 750 VAN NESS AVENUE, SUITE 1204 SAN FRANCISCO, CA, 94102 JANWAY STAFFING INC. 12300 WILSHIRE BLVD., STE. 405 LOS ANGELES, CA, 90025-1057

JBA INTERNATIONAL, LLC 1192 NORTH LAKE AVENUE PASADENA, CA, 91104 JENNIFER L. MAGNABOSCO, PH.D. 807 18TH STREET, TH #4 SANTA MONICA, CA, 90403 JK CORPORATE SERVICES 4927 RUNWAY DR FAIR OAKS, CA, 95628-8153

JOAN I ROSENBERG 1663 SAWTELLE BLVD, SUITE 250 LOS ANGELES, CA, 90025 JOHN A BRODERICK INC WORLDBRIDGE PARTNERS 25000 AVE STANFORD SUITE 250 VALENCIA, CA, 91355

JOHN ALEXANDER PO BOX 48377 LOS ANGELES, CA, 90048-0377

JOHNSTON & COMPANY 6167 BRISTOL PKWY., STE. 140 CULVER CITY, CA, 90230-6611 JOSEPH M. FABRICATORE, PH.D.A PROFESSIONAL CORPORATION 10780 SANTA MONICA BLVD., STE. 450 LOS ANGELES, CA, 90025-7635

JOSHUA CASEY CORPORATETRAINING 915 E. KATELLA AVE# 200 ANAHEIM, CA, 92825-5704

JOYCE JAMES SEMINARS 11743 MOUNT VERNON AVE GRAND TERRACE, CA, 92313-5167 JRW & ASSOCIATES 13636 VENTURA BOULEVARD, #138 SHERMAN OAKS, CA, 91423 JULIE ORLOV CONSULTING P.O. BOX 1446 TORRANCE, CA, 90505

JWT SPECIALIZED COMMUNICATIONS 5200 W. CENTURY BLVD., STE. 310 LOS ANGELES, CA, 90045-5923 KARYN WILLIAMSMANAGEMENT CONSULTANT 6841 S. PAXTON AVE CHICAGO, IL, 60649-1602

KATRINA KENNEDY TRAINING PO BOX 160172 SACRAMENTO, CA, 95816-0172

KBR SERVICESEXPRESS PERSONNEL SERV. EXPRESS 711 FAIR OAKS AVE., SUITE F SOUTH PASADENA, CA, 91030

KELLY SERVICES, INC. 5757 WILSHIRE BLVD., STE. 106 LOS ANGELES KENDA SYSTEMS, INC. 1 STILES RD., STE. 106 SALEM, NH, 03079-4863

KENEXA 2930 RIDGE LINE ROAD, SUITE 200 LINCOLN, NE, 68516 KH CONSULTING GROUP MANAGEMENT CONSULTANTS, 1901 AVENUE OF THE STARS, STE. 1900 LOS ANGELES, CA, 90067-6020

KILLER SEARCH, INC. 1441 HUNTINGTON DR., STE. 1030 SOUTH PASADENA, CA, 91030-4512

KIM FLYNNLABOR COMPLIANCE SERVICES 3355 SUZIE LN. LAKE HAVASU CITY, AZ, 86404-5225

KIMCO OFFICE/INDUSTRIALSTAFFING 12070 TELEGRAPH RD., STE. 300 SANTA FE SPRINGS, CA, 90670-8200 KMS GROUP 4425 PACIFIC COAST HWY., SUITE 117 TORRANCE, CA, 90505-5671

KNOWLEDGE TRANSFER, LLC 1622 PIONEER WAY EL CAJON, CA, 92020-1636 KOOSHAREM CORPORATION SELECT STAFFING, 777 SOUTH FIGUEROA STREET SUITE 2500 LOS ANGELES, CA, 90017 KOOSHAREM CORPORATION SELECT STAFFING, 5127 LAUREL CANYON BLVD NORTH HOLLYWOOD, CA, 91607

KOOSHAREM CORPORATION SELECTSTAFFING 4332 E. SOUTH STREET LAKEWOOD, CA, 90712

KT-PROFESSIONAL MEDICALSTAFFING & HOME CARE INC., 950 FULTON AVE., STE. 205 SACRAMENTO, CA, 95825-4503

L & A CONSULTING 1200 S. HOLT AVE LOS ANGELES, CA, 90035-2452

LADERA CAREER PATHS INC 6820 LA TIJERA BLVD., STE. 217 LOS ANGELES, CA, 90045-1931

LANTECH PC SYSTEMS 4288 LINCOLN BLVD MARINA DEL REY, CA, 90292-5655 LATPRO INC 3050 UNIVERSAL BLVD; SUITE 120 WESTON, FL, 33331

LAW OFFICES OF GAIL KAPLAN P.O. 241926 LOS ANGELES, CA, 90024 LEADERSHIP STRATEGIES, INC 56 PERIMETER CENTER E., SUITE 103 ATLANTA, GA, 30346 LEADING EDGE SOLUTIONS, LLC 2981 SAINT GREGORY RD GLENDALE, CA, 91206-1917

LEARNING COMMUNICATIONS, LLC 38 DISCOVERY, SUITE 250 IRVINE, CA, 92618 LEE THOMAS 15045 MAGNOLIA BLVD., NO. 109 SHERMAN OAKS, CA, 91403-5601 LIBRARY ASSOCIATES 8845 W. OLYMPIC BLVD., STE. 100 BEVERLY HILLS, CA, 90211-3605

LIFE DESIGN INTERNATIONALNLP TRAINING CENTER PO BOX 22430 SANTA FE, NM, 87502-2430

LINEA SOLUTIONS 10940 WILSHIRE BLVD., STE. 600 LOS ANGELES, CA, 90024-3940

LINTAS LLC 566 W. ADAMS ST., STE. 450 CHICAGO, IL, 60661-5789

LODESTONE ADVENTURES INC. PO BOX 414 BIG BEAR LAKE, CA, 92315-0414 LOFTON ENTERPRISES 5132 S. GARTH AVE. LOS ANGELES, CA, 90056-1110 LTGB LIMITED 32 S. RAYMOND AVE., STE. 11 PASADENA, CA, 91105-1962

M&M CONSULTING AND PROJECTMANAGEMENT 5073 CARRIAGE DRIVE EL SOBRANTE, CA, 94803

M.LUI AND ASSOCIATES 553 GERONA AVE SAN GABRIEL, CA, 91775-2227 MAC INCORPORATED 1743 S. DOUGLASS ROAD, SU ANAHEIM, CA, 92806

MALAGON RESOURCES INC. 31878 DEL OBISPO ST., STE. 118 SAN JUAN CAPO, CA, 92675-3224

MALCOLM PIRNIE, INC. 725 S. FIGUEROA ST., STE. 1540 LOS ANGELES, CA, 90017-5415 MALCOM THOMAS ENTERPRISES 16654 SOLEDAD CANYON RD., 192 CANYON COUNTRY, CA, 91387-3217

MANAGED RESOURCES, INC.DBA: ASAP STAFFING 11 GOLDEN SHORE, STE. 360 LONG BEACH, CA, 90802-4280

MANAGEMENT ACTION PROGRAMS INC 4725 HAZELTINE AVE SHERMAN OAKS, CA, 91423-2326 MANAGEMENT ANALYSIS,INC 2159 AVENIDA TORONJA CARLSBAD, CA, 92009-8707

MANAGEMENT DYNAMICS, INC. 1155 S. CAMINO REAL PALM SPRINGS, CA. 92264-8440 MGMT HEALTH SVS.ABETTA CARE 3201 W. COMMERCIAL BLVD., SUITE 116 FORT LAUDERDALE, FL, 33309 MANAGEMENT RECRUITERS INTERNATIONAL OF LOS ANGELES 28720 ROADSIDE DR., # 226 AGOURA HILLS, CA, 91301-3316

MANAGEMENT RECRUITERS GLENDALEMR OF GLENDALE 315 ARDEN AVE., STE. 12 GLENDALE, CA, 91203-1158

MANDALAY ASSOCIATES LLC 190 EL CERRITO PLZ., PMB 226 EL CERRITO, CA, 94530-4002 MANPOWER, INC.DOWNTOWN LOS ANGELES BRANCH 707 WILSHIRE BLVD, SUITE #4360 LOS ANGELES, CA, 90017

MARAVILLA FOUNDATION 5729 EAST UNION PACIFIC COMMERCE, CA, 90022 MARY M. WALLER SIMMONS 1938 VIRGINIA RD LOS ANGELES, CA, 90016-1730 MARY MILLER 1258 N. ALTADENA DR PASADENA, CA, 91107

MAVERICK SOLUTIONS 2501 REDONDO BEACH BLVD, SUITE 123 LOS ANGELES, CA, 90249 MAXIMUM TECHNOLOGY SOLUTIONS 20941 DEVONSHIRE ST., STE. 204 CHATSWORTH, CA, 91311-8281

MAXIMUS INC. 10474 SANTA MONICA BLVD., STE. 208 LOS ANGELES, CA, 90025-6930

MB DOLPHIN & ASSOCIATES, LLC 125A ROSECRANS AVE. MANHATTAN BEACH, CA, 90266-3237

MCCANN INVESTIGATIVES 2915 S. DEL NORTE AVE. ONTARIO, CA, 91761-7027 MEDIATING SOLUTIONS 11684 VENTURA BLVD., STE 239 STUDIO CITY, CA, 91604

MEDSEARCH FINANCIAL INC. 940 SOUTH COAST DR. SUITE #110 COSTA MESA, CA, 92626 MEGACOM 2000, INC. 19389 DISCOVERY PL ROWLAND HEIGHTS, CA. 91748-2356 MENTOR 4, INC. 1225 W. 190TH ST., STE. 100 GARDENA, CA, 90248-4336

MICHAEL L. STINE 4845 PARKGLEN AVE LOS ANGELES, CA, 90043-1011 MICRO BUSINESS SOLUTIONS INC 6082 FRAGRANS WAY WOODLAND HILLS, CA, 91367 MIDCITY JOB FORCE 3509 W. 113TH ST INGLEWOOD, CA, 90303-2204

MIGHTY DESIGNS 1501 E. ORANGETHORPE AVE., STE. 130 FULLERTON, CA, 92831-5208 MIGLIORE CONSULTING SERVICES 205 CERRO STREET ENCINITAS, CA, 92024 MILITARY STARS LLC 6497 PARKLAND DRIVE, SUITE G SARASOTA, FL, 34243

MJHIRE 724 1/2 WESTMOUNT DR WEST HOLLYWOOD, CA, 90069-5110 MOBILE OFFICE ASSISTANTS 920 W. 17TH ST., STE. A SANTA ANA, CA, 92706-3576 MODIS, INCORPORATED 1230 ROSECRANS AVE., STE. 210 MANHATTAN BEACH, CA, 90266-2477

MORAN & ASSOCIATESAA COMPUTERS AA COMPUTERS, PO BOX 13271 TORRANCE, CA, 90503 MORRIS & BERGER 201 S. LAKE AVE., STE. 700 PASADENA, CA, 91101-3068 MORRISONMCNABB 20 CURTIS AVE SAN RAFAEL, CA, 94901-2007

MOTIVATIONAL SYSTEMS INT'L 11867 MOUNT ROYAL CT RANCHO CUCAMONGA, CA, 91737-7954

MRG GLOBAL, INC. 11707 FAIR OAKS BLVD FAIR OAKS, CA, 95628-2848 MSX INTERNATIONAL 8001 IRVINE CENTER DR STE. 400 IRVINE, CA, 92618-2956

MTS ADVANCED CORP 22817 VENTURA BLVD., # 448 WOODLAND HILLS, CA, 91364-1202 MULTI ASSET PERSONNEL PO BOX 1224 PARAMOUNT, CA, 90723-1224 MULTISTATE ASSOCIATES 3931 LOS OLIVOS LN LA CRESCENTA, CA, 91214-1629

NANCY ERBE 3565 LINDEN AVENUE 306 LONG BEACH, CA, 90807 NAS RECRUITMENT COMMUNICATIONS 15303 VENTURA BLVD., STE. 1050 SHERMAN OAKS, CA, 91403-5862

NATIONAL BUSINESS SOLUTIONS 14151 NEWPORT AVE., STE. 100 TUSTIN, CA, 92780-5174

NATIONAL COUNCIL ON THE AGING 1020 N. FAIR OAKS AVE PASADENA, CA, 91103 NATIONAL STAFFING SOLUTIONS,INC. 4031 AVALON PARKWAY BLVD ORLANDO, FL, 32828

NATURAL DATA, INC. 1055 WILSHIRE BLVD., STE. 1900 LOS ANGELES, CA, 90017-5602

NET TECH GROUP 11 CANAL CENTER PLZ., STE. 105 ALEXANDRIA, VA, 22314-1595

NETRESELL INCORPORATED 3875 WILSHIRE BLVD., STE. 709 LOS ANGELES, CA, 90010-3213 NEW DAY MANAGEMENT GROUP 11 FLORENTINE ALISO VIEJO, CA, 92656-4229

NEW ERA SERVICES INC 1736 E CHARLESTON BLVD, SUITE164 LAS VEGAS, NV, 89104 NEW LEAF STAFFING, INC. 65 PINE AVENUE, SUITE 814 LONG BEACH, CA, 90802 NEW LIFE OPTIONSAKA THE MINDSPAN PROJECT 14431 VENTURA BLVD., # 312 SHERMAN OAKS, CA, 91423-2606

NEW YORK'S FINESTINVESTIGATIONS, INC 1010 WORLD TRADE WAY, STE 369 NEW WINDSOR, NY, 12553

NEWPOINT GROUP 2555 3RD ST., STE. 215 SACRAMENTO, CA, 95818-1100

NEWPOINT MANAGEMENT, LLC 144 GREENBRIAR LN LA PUENTE, CA, 91744-4742

NEWSOME CONSULTING 5221 S. HOOVER ST LOS ANGELES, CA, 90037-3731 NORTHROP GRUMMAN IT 15010 CONFERENCE CENTER DRIVE CHANTILLY, VA, 20151 NTS 5730 BUCKINGHAM PKWY CULVER CITY, CA, 90230-6518

O'REILLY & ASSOCIATES 7530 SUNNYWOOD LN LOS ANGELES, CA, 90046-1248 OMRD, INC 3953 MCCLUNG DR LOS ANGELES, CA. 90008-2638 ON TIME PERSONNEL 12584 CENTRAL AVE., STE. C CHINO, CA, 91710-3507

ONSITE AVIATION, LLC 6167 BRISTOL PKWY., STE. 200 CULVER CITY, CA. 90230-6642 ONSITE COMPANIES 6167 BRISTOL PKWY CULVER CITY, CA, 90230-6610

ONSTAFF 530 W. DUARTE RD., UNIT. B MONROVIA, CA, 91016-5360

ORBIS PARTNERS INC. 111 COLONNADE RD. N., SUITE 207 OTTAWA, ONTARIO, , K2E7M-3 ORGANIZATION/MANAGEMENT CONSUL 11193 W. YUCCA LITTLETON, CO, 80125-9283

OUTSOURCE MEDICAL 1970 E. GRAND AVE., STE. 120 EL SEGUNDO, CA, 90245-5081

PACHECO WORKFORCE CONSULTING 6250 TELEGRAPH RD. #2106 VENTURA, CA, 93003 PARTNERS IN ENTERPRISE, INC. 1500 N. PASS AVE., STE. O BURBANK, CA, 91505-2015 PARTNERSHIP CALIFORNIA, INC. 2026 ATLANTIC AVE LONG BEACH, CA, 90806-4916

PARTNOW COMMUNICATIONS 4425 BAKER AVE. NW SEATTLE, WA, 98107-4352 PAT WOODS ASSOCIATES, LTD, LLC PO BOX 660171 SACRAMENTO, CA, 95866-0171 PDQ PERSONNEL SERVICES, INC. 777 S. FIGUEROA ST., STE. 2500 LOS ANGELES, CA, 90017-5857

PDQ PERSONNEL SERVICES, INC. 777 S. FIGUEROA ST., STE. 2500 LOS ANGELES, CA, 90017-5857 PEAK TECHNICAL SERVICES 6355 TOPANGA CANYON BLVD STE 410 WOODLAND HILLS, CA, 91367-2102

PEOPLEVU CORPORATION 4225 OCEANSIDE BLVD. # M141 OCEANSIDE, CA, 92056-3472

PERCEPTIVE ENTERPRISES, INC. 844 COLORADO BLVD SUITE 204 LOS ANGELES, CA, 90041 PERSONNEL
DECISIONSINTERNATIONAL (PDI)
45 S. 7TH ST., STE. 2000
MINNEAPOLIS, MN, 55402-1625

PHENOMENAL AMBITIONSCONSULTANTS 9081 FM 78, STE. 102-131 CONVERSE, TX, 78109-1202

PHP PACIFIC INC PREMIER HEALTHCARE PROFESSIONALS 8 STAR THISTLE IRVINE, CA, 92604

PINAMAR CORP 11124 WASHINGTON BLVD CULVER CITY, CA, 90232-3902 PLR & ASSOCIATES P O BOX 90307 LOS ANGELES, CA, 90009-0307

POLICY STUDIES INC 999 18TH ST., STE. 1000 DENVER, CO, 80202-2499 POPULAR TECH 14151 NEWPORT AVE SUITE 204 TUSTIN, CA, 92780 POVERNY & ASSOCIATES 3215 ETTRICK ST LOS ANGELES, CA, 90027-2503

POWERHOUSE BEHAVORIAL HEALTH 3250 WILSHIRE BLVD, #706 LOS ANGELES, CA. 90010 PRACTICAL DATA PROCESSING, INC 11515 ARTESIA BLVD ARTESIA, CA, 90701-3852

PREMIER HEALTHCARE PROFESSIONA 2450 ATLANTA HIGHWAY, SUITE 601 CUMMINS, GA, 30040

PREMIER MARKETING SERVICES,INC. 222 FASHION LANE, SUITE 112 TUSTIN, CA, 92780 PRESTEMPSSEMPER INTERNATIONAL LLC SEMPER INTERNATIONAL LLC 11968 AVIATION BLVD INGLEWOOD, CA, 90304

PRIVATE I 4 U PO BOX 156 WALNUT, CA, 91788-0156

PRO TEM SOLUTIONS INC 249 E. OCEAN BLVD., STE. 500 LONG BEACH, CA, 90802-8806 PROCUREMENT SERVICES ASSOC 61 CHILPANCINGO PKWY. # 2 PLEASANT HILL, CA, 94523-1300 PROFESSIONAL SELECTHEALTHCARE STAFFING, INC. 732E EDEN WAY. N., # 150 CHESAPEAKE, VA, 23320-2790

PROFESSIONAL STAFFING 950 FULTON AVE., STE. 230 SACRAMENTO, CA, 95825-4518 PROFIT BY SOLUTIONS, INC. 1521 NOGALES ST., STE. 8737 ROWLAND HEIGHTS, CA. 91748-9000

PROGRAMMERS, INC. 700 N. CENTRAL AVE., STE. 470 GLENDALE, CA, 91203-3225

PROGRESSIVE EMPLOYEE MANAGEMEN 2549 CAMERON AVE. COVINA, CA, 91724-3924

PROMAC SOLUTION INC 9916 BUNDORAN DRIVE AUSTIN, TX, 78717

PROPTIONS PO BOX 12033 TALLAHASSEE, FL, 32317-2033

PSYCHOLOGICAL RESOURCES 10940 WILSHIRE BLVD., SUITE 1600 LOS ANGELES, CA, 90024 PSYCHOLOGICAL SERVICES INC 100 W. BROADWAY, STE. 1100 GLENDALE, CA, 91210-1216 PUBLIC HEALTH FOUNDATION 13200 CROSSROADS PKWY N, SUITE 135 INDUSTRY, CA, 91746

PUBLIC POLICY ASSOCIATES 134 LYELL STREET LOS ALTOS, CA, 94022

PUBLIC SECTOR PARTNERS 3539 BRADSHAW ROAD, SUITE B-388, SACRAMENTO, CA, 95827

PUBLLIC BIDS 333 FIRST ST., STE. K-212 SEAL BEACH, CA, 90740

QUADRANT MANAGEMENT SERVICES 700 S. FLOWER ST., STE. 1100 LOS ANGELES, CA, 90017-4113 QUANTEM ENTERPRISES
DBAUNIFORCE STAFFING SERVICES
9920 S. LA CIENEGA BLVD., STE. 103
INGLEWOOD, CA, 90301-4429

R SYSTEMS, INC. 5000 WINDPLAY DR., STE. 5 EL DORADO HILLS, CA, 95762-9319

R.L. KLEIN & ASSOCIATES 3939 ATLANTIC AVE., STE. 100 LONG BEACH, CA, 90807-3529 RALPH ANDERSON & ASSOCIATES 5800 STANFORD RANCH ROAD, STE 410 ROCKLIN, CA, 95765 RC ASSOCIATES STAFFING SERVICE 3701 STOCKER ST., STE. 200 LOS ANGELES, CA, 90008-5144

REALTY RESCUE REVIEW 24325 CRENSHAW BLVD., # 402 TORRANCE, CA. 90505-5349 REBUILDING THE VILLAGEFOUNDATION PO BOX 7004 TORRANCE, CA, 90504-0904 RECANA SOLUTIONS 12200 FORD ROAD, SUITE 360 DALLAS, TX, 75234

RECOURSE COMMUNCIATIONS, INC.RCI RECRUITMENT SOLUTIONS 550 HERITAGE DRIVE, JUPITER, FL, 33458

REED-SHAW ASSOCIATES, INC. 1954 HILLHURST AVENUE, SUITE 172, LOS ANGELES, CA, 90027-2722 REMEDY INTELLIGENT STAFFING 3501 SEPULVEDA BLVD., STE. 101 TORRANCE, CA, 90505-2538

REMX TECHNOLOGY GROUP 700 S. FLOWER ST., STE. 1201 LOS ANGELES, CA, 90017-4114 RENOIR CORPORATION 15233 VENTURA BLVD SHERMAN OAKS, CA, 91403-2201 RIDONE INCORPORATED 9907 WHITE OAK AVE., APT. 123 NORTHRIDGE, CA, 91325-4832

RJE CONSULTING 115 W 4TH ST, UNIT 412 LONG BEACH, CA, 90802 RNW CONSULTING, INC. 23548 CALABASAS RD., STE. 208 CALABASAS, CA, 91302-1343 ROBERT F. ZAMORA 16833 SOMERSET PL. FONTANA, CA, 92336-1220

ROBERT HALF INTERNATIONAL INC. 10877 WILSHIRE BLVD., SUITE 400 WESTWOOD, CA. 90024 ROBERT HALF INTERNATIONAL INC. 865 SOUTH FIGUEROA ST, SUITE 2600 LOS ANGELES, CA, 90017

ROBERT J. SPIERER 23432 THORNEWOOD DR SANTA CLARITA, CA, 91321-3953

ROBERT T. OLMOS 2120 E. LIVE OAK DRIVE LOS ANGELES, CA, 90068 ROBERTSON & ASSOCIATES 3932 N. VIRGINIA RD., UNIT. 106 LONG BEACH, CA, 90807-2660 RRR CONSULTING 1622 E. CYRENE DR CARSON, CA, 90746-2928

RULEMEISTER, INC. 13191 CROSSROADS PARKWAY, ST 295 INDUSTRY, CA, 91746 RYDEK COMPUTER PROFESSIONALS 100 CORPORATE POINTE, STE. 280 CULVER CITY, CA, 90230-8759 SAALEX SOLUTIONS INC. 920 HAMPSHIRE RD., STE. A35 WESTLAKE VILLAGE, CA, 91361-6086

S. C. MYERS & ASSOCIATES, INC 3615 WISCONSIN AVE. NW WASHINGTON, DC, 20016-3007 SABER 12440 434TH AVE. SE NORTH BEND, WA. 98045 SADDLER CONSULTING 4676 DON LORENZO DRIVE #E LOS ANGELES, CA, 90008

SAMA CONSULTING 3685 W. MESA AVE FRESNO, CA, 93711-6568 SANTA MONICA BAY RESTORATION FOUNDATION 320 WEST 4TH STREET, SUITE 200 LOS ANGELES, CA, 90013

SATURN STAFFING SOLUTIONS, INC 2400 CHESTERWOOD DRIVE LITTLE ELM, TX, 75068

SAVANCE, LLC 18292 MIDDLEBELT RD LIVONIA, MI, 48152-5007 SCB CONSULTING 1030 S. MEYLER STREET SAN PEDRO, CA, 90731 SCITECH LLC 2000 NE. JENSEN BEACH BLVD JENSEN BEACH, FL, 34957-7238

SHANGHAI NOODLE COMPANY LLC 559 S. FAIR OAKS AVE., STE. 339 PASADENA, CA, 91105-2605 SHARF, WOODWARD &
ASSOCIATESDBA SWA
ACCOUNTANCYNOW
5900 SEPULVEDA BLVD., STE. 104
VAN NUYS, CA, 91411-2511

SHARON KINNEY P.O. BOX 6325 BAKERSFIELD, CA, 93386-6325

SHIELD OF FAITH ECONOMIC DEVELOPMENT 1750 WEST HOLT AVENUE POMONA, CA, 91768

SHUKUA BUSINESS CONSULTING 5042 WILSHIRE BLVD., # 408 LOS ANGELES, CA, 90036-4305

SILVER & ASSOC. CONSULTING INC 7322 S.W. FRWY., SUITE 400 HOUSTON, TX, 77074

SIMPSON & SIMPSONBUSINESS AND PERSONNEL SERVICE 3600 WILSHIRE BLVD., STE. 1710, , LOS ANGELES, CA, 90010-2621

SKILL SEEKERS PO BOX 83603, , LOS ANGELES, CA, 90083-0603 SLAVIN MANAGEMENT CONSULTANTS 3040 HOLCOMB BRIDGE ROAD, #A-1, , NORCROSS, GA, 30071

SOFT TRAIN INCORPORATED 2932 SOUTH DAIMLER STREET, , SANTA ANA, CA, 92705 SOFTCONCEPTS, INC. 16662 SIMMONE LN., , HUNTINGTON BEACH, CA, 92647-4355 SOFTEX CORPORATION 20656 VENTURA BLVD., , WOODLAND HILLS, CA, 91364-2314

SOFTWARE SOLUTIONS GROUP, INC. 11099 S. LA CIENEGA BLVD., , LOS ANGELES, CA, 90045-6143 SOLUTION INFUSION LLC 11936 WEST 119TH STREET SUITE 108, , OVERLAND PARK, KS, 66213 SOLUTIONS II P.O. BOX 55801, , LONG BEACH, CA, 90805

SOPHISTICATED TECHNOLOGIES 6300 VARIEL AVE., STE. H, , WOODLAND HILLS, CA, 91367-7763 SOURCETEK COMPANY 5100 WOODMAN AVE., APT. 20, , SHERMAN OAKS, CA, 91423-1307 SOUTHWESTERN COLLEGE/SES 900 OTAY LAKES ROAD, , CHULA VISTA, CA, 91910

SPRY CONTROL LLC 35 BUTLER STREET IRVINE, CA, 92612 SS ALLIANCE, INCSUPPORT SERVICES 2708 45TH ST HIGHLAND, IN, 46322-2903 STAFF SUPPORT, INC. 11835 W. OLYMPIC BLVD., STE. 1125 LOS ANGELES, CA, 90064-5001

STAR SOLUTION 13079 ARTESIA BLVD., STE. B101 CERRITOS, CA, 90703-1370 WPSEEE INFORMATION TECHNOLOGYSERVICES INTERNATIONAL 18040 MIDWAY RD., APT. 193 DALLAS, TX, 75287-6511

STEALTH PARTNERS, INC STEALTH DATA.ORG 3844 W CHANNEL ISLANDS BL #171, OXNARD, CA, 93035

STEVEN HIRSCH & ASSOCIATES 18837 BROOKHURST ST., STE. 209, CENTENNIAL PLAZA FOUNTAIN VALLEY, CA, 92708-7302 STI KNOWLEDGE, INC. 400 PERIMETER CENTER TERRACE, SUITE 249 ATLANTA, GA, 30346

STOTT & ASSOCIATES 1469 RAMONA DRIVE CAMARILLO, CA, 93010

STRATEGIC HR 4343 VON KARMAN AVE., # 200 NEWPORT BEACH, CA, 92660-2005 STRATEGIC PARTNERSHIPS INC. 6034 W. COURTYARD DR., STE. 100 AUSTIN, TX, 78730-5066 STRATEGIC WORKPLACE SOLUTIONS 2520 LA SALLE POINTE CHINO HILLS, CA, 91709-4383

STREAMLINE TECHNOLOGY GROUP 9483 HAVEN AVE., STE. 104 RANCHO CUCAMONGA, CA, 91730-5802 SUCCEED IN AMERICA, LLC 55 MILL PLAIN ROAD, #31-8 DANBURY, CT. 06811 SUCCESSFACTORS, INC. 999 BAKER WAY, SUITE 500 SAN MATEO, CA, 94404

SUN MICROSOLUTIONS INC. 29 AVANZARE IRVINE, CA, 92606 SUNBURST BUSINESS SOLUTIONS 15918 SUNBURST DR. FONTANA, CA, 92336-1700 SUPERBTECH, INC. 5601 W. SLAUSON AVE., STE. 168 CULVER CITY, CA, 90230-6584

SUPERIOR DESIGN INTERNATIONAL,INC. 250 INTERNATIONAL DRIVE, WILLIAMSVILLE, NY, 14221

SUSAN CURRAN 801 DRIFTWOOD AVE BREA, CA, 92821-3553 SWENSON CONSULTING SERVICES 545 S. FIGUEROA STREET, #1214 LOS ANGELES, CA, 90071

SYMMETRY GROUP, LLC 27305 LIVE OAK RD., STE. 222 UNIT A CASTAIC, CA, 91384-4520 T & R CONSULTING 219 W. CHERRY AVE MONROVIA, CA, 91016-4009 TAC PROF STAFFING SERVEDP CONTRACT SERVICES 888 WASHINGTON ST DEDHAM, MA, 02026-6017

TAMA SMITH & ASSOCIATES, INC.MANAGEMENT CONSULTANTS 1800 CENTURY PARK. E., STE. 600 LOS ANGELES, CA, 90067-1509

TASC/WEBSITES ANONYMOUS 2263 W. 24TH ST LOS ANGELES, CA, 90018-1904 TAYLOR DANE PERSONNEL SERVICES, INC. 345 N. LA BREA, STE. 208 LOS ANGELES, CA. 90036-2539

TECHEXEC PARTNERS, LLC 4570 VAN NUYS BLVD SHERMAN OAKS, CA, 91403-2913 TECHLINK SYSTEMS INC. 8383 WILSHIRE BLVD, SUITE 745 BEVERLY HILLS, CA, 90211 TECHNOLOGY SOLUTION GROUP, INC 3228 GULFSTREAM CT MATTHEWS, NC, 28105-7437

TEMPTREE 3987 CROSSRIDGE CT THOUSAND OAKS, CA, 91360-2676 TESLOW GROUP 21010 SW BIRCH STREET, SUITE 272, NEWPORT BEACH, CA, 92660-1900 THE AEON GROUP LLC 5777 W CENTURY BLVD., SUITE 1750 LOS ANGELES, CA, 90045-5695

THE AJAMENT PARTNERS 6824 LA TIJERA BOULEVARD #120 LOS ANGELES, CA, 90045 THE COMPANION GROUP INC. 19900 BEACH BLVD., STE. F HUNTINGTON BEACH, CA, 92648-3769 THE CONTRERAS-SWEET COMPANY 355 S. GRAND AVE., STE. 4295 LOS ANGELES, CA, 90071-1560

THE EMPLOYMENT CENTER 418 E. OLIVE AVE BURBANK, CA, 91501-2111 THE HIRING NURSE GROUPDELTEC TOTAL SOLUTION CORP. 2222 ARTESIA BLVD., STE. B REDONDO BEACH, CA, 90278-3112

THE HR STATISTICAL GROUP 6774 KAISER AVE FONTANA, CA, 92336-1559

THE KEMTAH GRTOUP, INC. 3077 FILTE CIRCLE, SUITE 6 SACRAMENTO, CA, 95827 THE LAXMI GROUP, INC 7777 CENTER AVE., STE. 290 HUNTINGTON BEACH, CA. 92647-3059

THE LEFLORE GROUP 8015 OCEAN VIEW AVE WHITTIER, CA, 90602-2750

THE MANAGEMENT SOLUTIONS GROUP 972 S. GOODRICH BLVD COMMERCE, CA, 90022 THE NEXT LEVEL CONSULTANTS 6709 LA TIJERA BLVD. SUITE 167 LOS ANGELES. CA. 90045 THE OCJ GROUP 5530 CORBIN AVE., STE. 112 TARZANA, CA, 91356-6048

THE REA COMPANY
PO BOX 869, 239 E. ALAMEDA STE 201
BURBANK, CA. 91503-0869

THE TEAMS GROUP 11114 AUTUMN MIST CV MAGNOLIA, TX, 77354-6659

THE WENTWORTH COMPANY, INC. 479 W. 6TH ST SAN PEDRO, CA, 90731-2657

THE WYSINGER COMPANY 5522 S. CHARITON AVE LOS ANGELES, CA, 90056-1327 THINK-UP! INC. 1015 N. LAKE AVE., STE. 208 PASADENA, CA, 91104-4576 THINKING MINDS INC 3225 MCLEOD DR., STE. 100 LAS VEGAS, NV, 89121-2257

THIRD MILLENNIUM BUSINESSSYSTEMS, INC. 11601 WILSHIRE BLVD., STE. 500 LOS ANGELES, CA, 90025-1741

THIRST 4 KNOWLEDGE, INC. 4450 CALIFORNIA PL. PMB 350 LONG BEACH, CA. 90807-2229

THOMAS LENZO CONSULTING 2473 OSWEGO ST., APT. 10, , PASADENA, CA, 91107-4239

TIPS CONTRACT SERVICES 520 E. WEDDELL DR., STE. 14, , SUNNYVALE, CA, 94089-2120 TMI MANAGEMENT SYSTEMS, INC. PO BOX 848 MARSHALLS CREEK, PA, 18335-0848 TMP WORLDWIDE 330 N. BRAND BLVD., #230 GLENDALE, CA, 91203-2308

TORIO LTD 22 W 051 BYRON AVE ADDISON, IL, 60101 TRAJECTORY MANAGEMENT LTD 15202 HARTSOOK ST SHERMAN OAKS, CA, 91403-1101 TRANSQUEST VENTURES 1875 CENTURY PARK. E., STE. 2040 LOS ANGELES, CA, 90067-2521

TRINITY PROFESSIONAL RECRUITME 6516 LAUREL STREET CORONA, CA, 92880

TRUSTAFF TRAVEL NURSES
7767 MONTGOMERY ROAD, SUITE 200
CINCINNATI, OH, 45236-4255

TURNER CONSULTING, INC. 8370 W. CHEYENNE AVE 109-169 LAS VEGAS, NV, 89129

TURNER HOBBS ASSOCIATES 1104 WILLIAMS STREET FORT COLLINS, CO, CO, 80524 TWO ROADS PROFESSIONAL RESOURC 5122 BOLSA AVE., SUITE 112 HUNTINGTON BEACH, CA, 92649 UNITED BUSINESS MANAGEMENT&
ASSOCIATES
PO BOX 180454
LOS ANGELES, CA, 90018-9736

UNITED STAFFING ASSOCIATES 325 N. 2ND AVE., STE. B UPLAND, CA, 91786-8301 UNIVERSAL HEALTHCARE STAFFING 3452 LAKE LYNDA DR., STE. 245 ORLANDO, FL, 32817-1481 USA PERSONNEL 850 COLORADO BLVD., STE. 104 LOS ANGELES, CA, 90041-1733

V PLATINUM CONSULTING OF CA LP 12750 MERIT DR SUITE 260 DALLAS, TX, 75251 VCG GROUP LLC (DBA CG GROUP) 25A CRESCENT DR., STE. 249, , PLEASANT HILL, CA, 94523-5501 VELOCITY STAFFING CORPORATION 2990 INLAND EMPIRE BLVD., STE. 112 ONTARIO, CA, 91764-4899

VENTURI STAFFING PARTNERS 350 S. GRAND AVE., STE. 1610 LOS ANGELES, CA. 90071-3484

VERTEX INFORMATION SYSTEMS INC 2634 S. 10TH AVE ARCADIA, CA, 91006-5064 VIRTUAL PERFORMANCE LLC 6352 MULAN STREET CORONA, CA, 92880

VISIONARY NTEGRATION PROFESSIONALS LLC 80 IRON POINT CIRLCE, SUITE 100, FOLSOM, CA, 95630

VISTA HEALTH INFORMATION SRVCS 17303 FALDA AVE TORRANCE, CA, 90504-2631 VOLT INFORMATION SCIENCES 970 W. 190TH ST., STE. 760 TORRANCE, CA, 90502-1060

W A HYNES & COMPANY INC 150 PROFESSIONAL CENTER DR., STE. D ROHNERT PARK, CA, 94928-2148 WDA INTERMEDIARYWDA EMPLOYMENT SERVICES 18427 STUDEBAKER RD., APT. 219 CERRITOS, CA, 90703-5320

WEIDNER CONSULTING 1015 BEECAVE WOODS DR., STE. 207 AUSTIN, TX, 78746-6752

WESTERN EMPIRE INVESTIGATIONSINC P.O. BOX 718 TUSTIN, CA, 92781-0718 WILCO MGMT INTL. INC-WILCOINVESTIGATIONS & CONSULTING 3731 WILSHIRE BLVD., SUITE 612 LOS ANGELES, CA, 90010-2877

WILLIAM AVERY ASSOCIATES, INC. 3 1/2 N. SANTA CRUZ AVE., STE. A LOS GATOS, CA, 95030-5964

WORDTECHNOLOGY, INC. 9505 ARKANSAS ST BELLFLOWER, CA, 90706-5715 WORK SKILLS FIRST, INC. 12305 COLLINSTONE PL. GLEN ALLEN, VA, 23059-7105 WORKFORCE CONSULTING 325 CARLSON CT VISTA, CA, 92083

WORKFORCE DEVELOPMENT GROUP 26452 LA TRAVIATA LAGUNA HILLS, CA, 92653-7583 WORKING RELATIONSHIPS 16055 VENTURA BLVD., STE. 717 ENCINO, CA, 91436-2610

WORKPLACE TECHNOLOGIES 8150 N. CENTRAL EXPY., STE. 1100 DALLAS, TX, 75206-1815

ACCLAIM TECHNICAL SERVICES LLC 101 MAIN STREET STE 230 HUNTINGTON BEACH CA92648 ADVANCED INFO MGMT DBA SIM PO BOX 391210 MOUNTAIN VIEW CA 94039-1210

AIRETEL STAFFING INC PO BOX 915864 LONGWOOD FL 32791

ANNETTE PALAZUELOS INC DBA LIFELUNG 107 S FAIR OAKS AVE STE 215 PASADENA CA 91105

APPLEONE EMPLOYMENT SERVICES 2221 ROSECRANS AVE STE 126 EL SEGUNDO CA 90245

AREOL STAFFING SERVICE 6833 INDIANA AVE STE 101 RIVERSIDE CA 92506

CABAN RESOURCES LLC 15901 HAWTHORNE BLVD STE 320 LAWNDALE CA 90260 CEYCAL INC 6269 VARIEL AVE STE D WOODLAND HILLS CA 91367 CWH MEDICAL STAFFING INC 20301 VENTURA BLVD STE 309 WOODLAND HILLS CA 91364

ESOURCE RESOURCES LLC 2701 ENTERPRISE DRIVE STE 202 ANDERSON IN 46013 FAY TECH SERVICES PO BOX 1615 LOMITA CA 90717 FREEMAN ALTERNATIVE RESOURCES INC 881 DOVER DRIVE STE 200 NEWPORT BEACH CA 92663

HARMIN SERVICES NO 1 INC DBA HART 2982 E COLORADO BLVD STE 109-B PASADENA CA 91107

IMPACT SOLUTIONS 100 WEST BROADWAY STE 600 LONG BEACH CA 90802 INTERNATIONAL WORD PROCESSING SERVICES PO BOX 5053 DOWNEY CA 90241

JENN INTERNATIONAL INC DBA JENN 3250 WILSHIRE BLVD STE 926 LOS ANGELES CA 90010 KEYSOFT INTERNATIONAL INC 17326 EDWARDS RD STE A-230 CERRITOS CA 90703 MCGIL BARNES INC 44421 10TH STREET WEST STE E LANCASTER CA 93534

ON TIME PERSONNEL 106 PALMETTO DR STE C PASADENA CA 91105 PARTNERS IN DIVERSITY INC PO BOX 654 SOUTH PASADENA CA 91031 PAT TAYLOR & ASSOCIATES INC 1101 17TH STREET NW #707 WASHINGTON DC 20036

TECHFORZA INC DBA TRIARIUS 8504 FIRESTONE BLVD STE 324 DOWNEY CA 92618 TOP TEMPO FUTURE 4727 WILSHIRE BLVD STE 200 LOS ANGELES CA 90010 TRANS COM SYSTEMS INC 385 SOUTH LEMON AVE E127 WALNUT CA 91789

VERDURA GROUP 2578 SARATOGA DRIVE FULLERTON CA 92835 WC BARLOW & ASSOCIATES INC DBA FINESE 5652 AMETHYST AVENUE ALTA LOMA CA 91737

360 DEGREES PROTECTION AGENCY 3780 KILROY AIRPORT WAY., STE. 200, , LONG BEACH, CA, 90806-2458

7-W INVESTIGATIONS, INC. 15051 LEFFINGWELL RD., STE. 206, , WHITTIER, CA, 90604-2159 A D YOUNG INVESTIGATIVE SVCS 12672 LIMONITE AVE., STE. 3E, #172, , CORONA, CA, 92880-4201 A-CHECK AMERICA INC. 2930 INLAND EMPIRE BLVD., STE. 105, , ONTARIO, CA, 91764-4802

FRANK HICKSFORENSIC DOCUMENT
EXAMINER
100 OCEANGATE, STE. 670
LONG BEACH, CA, 90802-4367

ABSOLUTEBACKGROUNDS.COM 3875 ATHERTON RD ROCKLIN, CA, 95765-3716

ACCESS STAFFING & SERVICES 1904 FRANKLIN ST., STE. 207 OAKLAND, CA, 94612-2929

ACCURATE C&S SERVICES, LLC 8726 SOUTH SEPULVEDA BOULEVARD STE E LOS ANGELES, CA, 90045

ACT 1 PERSONNEL STAFFING 16371 BEACH BLVD., STE. 237 HUNTINGTON BEACH, CA, 92647-4160 ACUSOURCE.NET 16 TECHNOLOGY DR., STE. 205 · IRVINE, CA, 92618-2329

ADDICTION MEDICINE CONSULTANTS PO BOX 8878 REDLANDS, CA, 92375-2078 ADVANCED MEDICAL PERSONNELSERVICES, INC. (AMPS) 9302 PRAIRIE VIEW DR HIGHLANDS RANCH, CO, 80126-4005 ADVANTAGE
TECHNOLOGYPROFESSIONAL
RESOURCE
1914 ELISE WAY., APT. B
SANTA BARBARA, CA, 93109-1982

AGAPE EMPLOYMENT, INC. 7365 CARNELIAN STREET, SUITE 218 RANCHO CUCAMONGA, CA, 91730 AGOSTINI & ASSOCIATES NURSING SERVICE, 1150 MORAGA WAY SUITE 200 MORAGA, CA, 94556

ALLIANT DIAGNOSTICS, INC. 123 NW. 13TH ST., STE. 313, BOCA RATON, FL, 33432-1645

ALLSTATE RECRUITING SERVICES 29019 MADRID PLACE CASTAIC, CA, 91384 ALPHA AND OMEGA FOUNDATION ENTDBA: CORINTHIAN GROUP 517 N. MOUNTAIN AVENUE UPALND, CA, 91786

ALTUS RECRUITING SOLUTIONS 2512 CHAMBERS RD., SUITE 101 TUSTIN, CA, 92780

AMERCARE INC. 475 W. CHANNEL ISLANDS BLVD., STE. 204 PORT HUENEME, CA, 93041-2134

AMERICAN ASSET PROTECTION 12241 BURBANK BLVD., APT. 214 NORTH HOLLYWOOD, CA, 91607-1738 AMERICAN DATABANK 820 16TH ST., STE. 870 DENVER, CO, 80202-3245

AMERICAN LABOR RESOURCES, LLC PO BOX 3177, 5685 SHEEP CREEK, WRIGHTWOOD, CA, 92397-3177 APEX STAFFING SERVICE 10935 FORDHAM CT ALTA LOMA, CA, 91701-7511

APPLICANT BACKGROUND SEARCH 12293 STONECREEK CT PARADISE, CA, 95969-4735 ARTHUR W STIP STIP'S INVESTIGATIONS 376 E. AVOCADO CREST RD LA HABRA HEIGHTS, CA, 90631

ASAP DRUG SOLUTIONS, INC. 1250 PACIFIC AVE LONG BEACH, CA, 90813-3026

AVEN CARE PROVIDERSDUTY CALLS 12148 VICTORY BLVD., STE. 314 NORTH HOLLYWOOD, CA, 91606-3271

AVENUE STAFFING, INC 7000-57TH AVENUE N, SUITE 120 CRYSTAL, MN, 55428-3197 AXIS TECHNICAL GROUP, INC. 300 SOUTH HARBOR BLVD., SUITE 910 ANAHEIM, CA, 92805

AZTEC PRIVATE INVESTIGATIONS,INC. 118 E. HUNTINGTON DR., STE. E ALHAMBRA, CA, 91801-1054

B&V BACKGROUNDS 5970 VIA SANTANA YORBA LINDA, CA, 92887-3417

BATZA & ASSOCIATES 25876 THE OLD RD., # 314 VALENCIA, CA, 91381-1711

BB&C ASSOCIATES QUAERE, INC 5901 WARNER AVENUE, UNIT 367 HUNTINGTON BEACH, CA, 92649 BERKHEMER/CLAYTON INC 221 S. FIGUEROA ST., STE. 240 LOS ANGELES, CA, 90012-2552 BLACK CROW ENTERPRISES EXPRESS PERSONNEL SERVICES 87 E. GREEN STREET #304 PASADENA, CA, 91105

BIRMINGHAM INVESTIGATIONS JAMES BIRMINGHAM 18806 SAN FELIPE ST FOUNTAIN VALLEY, CA, 92708-7438

BRADLEY SECURITY & DETECTIVEAGENCY 4660 EL CAJON BLVD STE 206 SAN DIEGO, CA, 92110

BRAINSHARE STAFFING 1621 N. 3RD ST., STE. 900 COEUR D ALENE, ID, 83814-3385

BRIGHTAM CONSULTING 668 N COAST HWY 405 LAGUNA BEACH, CA, 92651

C.A. & ASSOCIATES P.O. BOX 292 ETIWANDA, CA, 91739 CAPITAL CASE PROJECT DIVERSIFIED LEGAL SERVICES 19528 VENTURA BOULEVARD #520 TARZANA, CA, 91356

CAREERBASE.COM 6 VENTURE, SUITE 235 IRVINE, CA, 92618 CAREGIVERS OVERLOAD PO BOX 61902, 215 W. 119TH STREET LOS ANGELES, CA, 90061-7004 CARYL WINTER, A PROFESSIONAL LAW CORPORATION 400 S. BEVERLY DRIVE, SUITE 214 BEVERLY HILLS, CA, 90212-4482

CDT, INC. 4510 E. PACIFIC COAST HIGHWAY, STE #310 LONG BEACH, CA. 90804

CENTRAL DRUG SYSTEM, INC. 16560 HARBOR BLVD, SUITE A FOUNTAIN VALLEY, CA. 92708

CHARTER STAFFING 4000 BARRANCA PKWY SUIT 250 IRIVNE, CA, 92604

CHERYL A DORSEY INVESTIGATIONS PO BOX 1131 CORONA, CA, 92878-1131 CHIEF MEDICAL STAFFING 8200 WILSHIRE BLVD., SUITE 400 BEVERLY HILLS, CA, 90211

CHOICEPOINT 1000 ALDERMAN DR., MAIL DROP 70-U, ALPHARETTA, GA, 30005-4101

CHOICEPOINT GOVERNMENT SERVICE 1410 SPRING HILL ROAD, SUITE 450 MCLEAN, VA, 22102 CHRIS LOOMIS CONSULTATIONSA PRIVATE INVESTIGATIONS FIRM PO BOX 660351 ARCADIA, CA, 91006 CHRYSALIS CENTERCHRYSALIS
WORKS
CHRYSALIS WORKS
1853 LINCOLN BLVD
SANTA MONICA, CA, 90404

CITY OF COMPTONCOMPTON CAREERLINK/CITY HALL 700 N. BULLIS ROAD COMPTON, CA, 90221

CLUB STAFFING INC 5901 BROKEN SOUND PARKWAY #500 BOCA RATON, FL, 33487 COASTAL MEDICAL SERVICES, INC. 122 E. WALNUT AVE., STE. C MONROVIA, CA, 91016-3449

COASTLINE PRVT. INVESTIGATIONS 305 NORTH HARBOR #302 FULLERTON, CA, 92832 COMMERCIAL PROGRAMMING SYSTEMS 4400 COLDWATER CANYON AVE STE 200 STUDIO CITY, CA, 91604-5039

CONTEMPORARY INFORMATION CORP. 42913 CAPITAL DRIVE, UNIT 101 LANCASTER, CA, 93535

CONTROL RISKS GROUP, LLC 550 S. HOPE ST., SUITE 2330 LOS ANGELES, CA, 90071-2632 CORESTAFF SERVICES 16133 VENTURA BLVD., STE. 880 ENCINO, CA, 91436-2438 COVENANT INDUSTRIES INC. 3455 S. NOGALES ST., STE. 135 WEST COVINA, CA, 91792-5102

COVENANT SECURITY & PATROL P.O. BOX 292 ETIWANDA, CA, 91739-0292

CRAFT RESOURCES 220 S. PACIFIC COAST HWY., STE. 112 REDONDO BEACH, CA, 90277-3339 CREATIVE OXYGEN, LLC 3962 INCE BLVD CULVER CITY, CA, 90232-2635

CSI STAFFING, LLC 18411 CRENSHAW BLVD., STE. 160 TORRANCE, CA, 90504-5051 CURIOUS EYE INVESTIGATIVE SERV 4300 10TH AVENUE LOS ANGELES, CA, 90008 CUSTOM RESEACH SOLUTIONS 5450 KATELLA AVE., STE. 104 LOS ALAMITOS, CA, 90720-6803

DANIEL D. STEVENS, INC 7618 17TH AVENUE HOWARD BEACH, NY, 11414 DANIEL S REIDDER REIDDER INVESTIGATIONS 28045 CHARLES DRIVE SANTA CLARITA, CA, 91350

DELOITTE & TOUCHE LLP 350 S. GRAND AVE LOS ANGELES, CA, 90071-3406

DISCOVERY RESOURCES GROUP INC 556 SOUTH FAIR OAKS AVENUE SUITE 143, PASADENA, CA, 91105 DIVERSIFIED RISK MANAGEMENT 5042 WILSHIRE BLVD., STE. 569 LOS ANGELES, CA, 90036-4305 DR ASSOCIATES INTERNATIONAL PO BOX 2399 DAVIS, CA, 95617-2399

DRUG TESTING NETWORK, INC. 958 POSTAL WAY., STE. 6B VISTA, CA, 92083-6991 DURAN AND PARRY 8335 WINNETKA AVE, SUITE 119 WINNETKA, CA, 91306 E-VERIFILE.COM 900 CIR 75 PKWY., STE. 600 ATLANTA, GA, 30339-3084

E-Z ACCESS STAFFING SERVICES 1055 STANISLAUS DRIVE CORONA, CA, 92881 EAGLE GLEN INVESTIGATIONS 1824 PLAINFIELD WAY CORONA, CA, 92883-0709 EB JACOBS, LLC 300 S. BURROWES ST STATE COLLEGE, PA, 16801-4012

EDWARD H. DAVIS MEDIATION 5942 EDINGER AVE., STE. 113-226 HUNTINGTON BEACH, CA, 92649-1763 ELITE STAFFING SERVICES OF AZ 2702 N. 3RD ST., STE. 2002 PHOENIX, AZ, 85004-1130 ELLIOTT INVESTIGATIONS BOX 6098 ALTADENA, CA, 91003

EMPLOYEE SCREENING SERVICES, INC. D/B/A IRA JANE HURST PO BOX 82113 LAFAYETTE, LA, 70598-2113

EVANS SECURITY TRAINING ACAD 1501 W. EL SEGUNDO BLVD COMPTON, CA, 90222-1023

EXACT STAFF, INC. 3435 WILSHIRE BLVD., STE. 970 LOS ANGELES, CA, 90010-1913

FAY CRATON, LMFT PO BOX 90193 LOS ANGELES, CA, 90009 FIRST ADVANTAGE
ENTERPRISESCREENING
CORPORATION
100 CARILLON PARKWAY, ST
PETERSBURG, FL, 33716

FIRST CALL STAFFING SERVICES 3511 P.C.H., SUITE E, TORRANCE, CA, 90505

FIRST LEGAL INVESTIGATIONS 1517 W. BEVERLY BLVD LOS ANGELES, CA, 90026 FORENSIC ENTOMOLOGY SERVICES 5434 REDLAND PLACE SAN DIEGO, CA, 92115-2217 FRANCES NICHOLS 10468 ALTA LOMA DR ALTA LOMA, CA, 91737-3847

GAILEY ASSOCIATES, INC. P.O. BOX 5277 GARDEN GROVE, CA, 92846 GALAHAD PROTECTIVE SRVS, INC. 14320 VENTURA BLVD., # 612 SHERMAN OAKS, CA, 91423-2717 GARY KAPLAN & ASSOCIATES 201 S. LAKE AVE PASADENA, CA, 91101-3004

GENESIS RESEARCH GROUP, INC. 7365 CARNELIAN ST., STE. 219 RCH CUCAMONGA, CA, 91730-1157 GEORGE E. JOHNSON (DBA) MODICINVESTIGATIONS & POLYGRAPH PO BOX 3215 SEAL BEACH, CA, 90740-2215

GIBSON ARNOLD & ASSOCIATES INC 10 UNIVERSAL CITY PLZ., STE. 820 UNIVERSAL CITY, CA, 91608-1051

GLOBAL DRUG TESTING LABS, INC. 2201 N. GOVERNMENT WAY, SUITE C COEUR D.ALENE, ID, 83814 GLOBAL DRUG TESTING SERVICES 38 W. MORTON AVE PORTERVILLE, CA, 93257-2331 GORDON L. JOHNSONDBA G.L.JOHNSON INVESTIGATIONS 4141 BALL ROAD, #387 CYPRESS, CA, 90630

GR8 INVESTIGATIVE SERVICES 23411 SUMMERFIELD, APT. 11K ALISO VIEJO, CA, 92656-2844 GUMSHOE INVESTIGATIONS P.O. BOX 661959 LOS ANGELES, CA, 90066-8759 HEALTHCARE CONSULTING, INC OFFICE WORKSRX 18801 VENTURA BLVD STE. 205 TARZANA, CA, 91356-3343

HEALTHCARE PROS, INC. 4050 KATELLA AVE., SUITE 212 LOS ALAMITOS, CA, 90720-3434 HEALTHCARESEEKER.COM 612 MAIN STREET BOONTON, NJ, 07005 HODSON AND ASSOCIATESINVESTIGATIONS PO BOX 505 FULLERTON, CA, 92836-0505

HOWARD C. RILE JR 100 OCEANGATE, STE. 670 LONG BEACH, CA, 90802-4367 I.F.R.S. GROUP 7453 EL CAMPO CIR BUENA PARK, CA, 90620-1702 IDEAL LABOR READY STAFFPROVIDER 171 N. LA BREA AVE., STE. 206 INGLEWOOD, CA, 90301-1246

IN DEMAND PROFESSIONAL SERVICE 19209 SCOBEY AVE CARSON, CA, 90746-2013 INDEPENDENT LEGAL SUPPORT SVC PO BOX 74373 LOS ANGELES, CA, 90004-0373

INFOMART 1582 TERRELL MILL ROAD MARIETTA, GA, 30067

INFORMED CHOICEINFORMATION SERVICES 17547 VENTURA BLVD., SUITE 205 LOS ANGELES, CA, 91316

INFORMED CHOICE, LLC PO BOX 7 CANOGA PARK, CA, 91303

INNOVATIVE EDUCATIONAL SYSTEMS 2301 W. IMPERIAL HWY INGLEWOOD, CA, 90303-3322

INQUIRIES, INC. 129 N. WEST EASTON, VA, 21601 INTEGRA TEST 333 S. MAGNOLIA AVE ANAHEIM, CA, 92804 INTEGRITY INVESTIGATIONS INC INTEGRITY ENTERPRISES, PO BOX 1106, RANCHO CUCAMONGA, CA, 91729

INVESTIGATION CENTER 5201 GAGE AVE., STE. 206 BELL, CA, 90201-1549

J. MICHAEL BELL & ASSOCIATES 215 E. ORANGETHORPE AVE., # 143 FULLERTON, CA, 92832-3017 JERLOW & ASSOCIATES 3128 E. CHAPMAN AVE., # 130 ORANGE, CA, 92869-3708

JJ & ASSOCIATES 12188 CENTRAL AVE., # 309 CHINO, CA, 91710-2420 JK BENN & ASSOCIATES INC BENN & ASSOCIATES
2570 N. SANTIAGO BLVD, SUITE A ORANGE, CA, 92867

JL HEALTHCARE ASSOCIATES 7245 REDDEN WAY. NE LANESVILLE, IN, 47136-8101

JMN INVESTIGATIONS, LLC 5 1/2 W. PINE STREET, SUITE 6 LODI, CA, 95241

JOB1USA 701 JEFFERSON AVE TOLEDO, OH, 43604 JOHN REZA 11221 LONG BEACH BLVD., SUITE 102 LYNWOOD, CA, 90262

JP ALTERNATIVE STAFFING CORP 4421 W. RIVERSIDE DR., STE. 212 BURBANK, CA, 91505-4051 JUSTICE FOR ALL 14584 BASELINE AVE., STE. 300-333 FONTANA, CA, 92336-1646

JUSTUS INVESTIGATIONS 4118 MARIA COURT CHINO, CA, 91710

KC & CO, INCKC STAFFING 4345 E. LOWELL ST., STE. N ONTARIO, CA, 91761-2224

KEITH-THOMAS SECURITY CORP. 7047 OWENSMOUTH AVE CANOGA PARK, CA, 91303-2006 KROLL BACKGROUND AMERICA 1900 CHURCH ST., STE. 400 NASHVILLE, TN, 37203-2287

KROLL FACTUAL DATA, INC. 5200 HAHNS PEAK DR LOVELAND, CO, 80538 KROLL LABORATORY SPECIALISTS, INC. 1111 NEWTON STREET GRETNA, LA, 70053

LA BUSINESS PERSONNEL, INC. 3325 WILSHIRE BLVD., SUITE 805 LOS ANGELES, CA, 90010

LA LIVE SCAN 18663 VENTURA BLVD, SUITE 215 TARZANA, CA, 91356 LABCORP 5601 OBERLIN DR., SUTIE 100 SAN DIEGO, CA, 92121-3747 LARSEN,WHITNEY,BLECKSMIH & ZILLIACUS 888 W. 6TH ST., STE. 500 LOS ANGELES, CA, 90017-2734

LEAD STAFFING CORPORATION 2694 E GARVEY AVE SOUTH, PMB # 397, WEST COVINA, CA, 91791 LEGACY LOCUM TENENS LLC 3650 MANSELL ROAD, SUITE 500 ALPHARETTA, GA, 30022 LEGAL PLUS AGENCY, INC. 8500 WILSHIRE BLVD., STE. 1006 BEVERLY HILLS, CA, 90211-3108

LHA SERVICES 10342 KURT ST SYLMAR, CA, 91342-6933 LLORENTE INVESTIGATIONS, INC. 7400 CENTER AVE., STE. 212 HUNTINGTON BEACH, CA, 92647-3086 LOFFREDO & ASSOCIATES 141 S. LAKE AVE., STE. 140 PASADENA, CA, 91101-4947

M & S INVESTIGATION 1159 LINDEN AVE #1, P.O. BOX 557, VERDUGO CITY, CA 91046 GLENDALE, CA, 91201

M. WOODS INVESTIGATIONS 1237 VIA ESPERANZA SAN DIMAS, CA, 91773-4230 MADINC LLC 5274 W. PICO BLVD., SUITE 212 LOS ANGELES, CA, 90019

MAPSTAFFING, LLC 120 E. OKLAHOMA ST HENNESSEY, OK, 73742-1531 MARC AGENCY, INC. 1240 E. ONTARIO AVE., STE. 102-140 CORONA, CA, 92881-8671 MARINO AND ASSOCIATES 26642 TORREY PINES DRIVE NEWHALL, CA, 91321

MARTIN PROGRESSIVE 1960 E. GRAND AVE EL SEGUNDO, CA, 90245-5000 MCDONNELL INVESTIGATIONS 14536 BOOTS LN FONTANA, CA, 92336-0184 MED SOURCE 6133 BRISTOL PKWY., STE. 273 CULVER CITY, CA, 90230-6628

MEDDIRECT, INC. 10929 OLD HIGHWAY 71 FORT SMITH, AR, 72916-8160 MEDITECH INTERNATIONAL 16291 COUNTESS DR., UNIT. 318, , HUNTINGTON BEACH, CA, 92649-1939 MEDSOURCE GROUP 11555 HERON BAY BLVD., STE. 308 CORAL SPRINGS, FL, 33076-3361

MICHAEL D. SPARKSDBA MIKE SPARKS INVESTIGATIONS 4141 BALL ROAD #387 CYPRESS, CA, 90630

MILES INVESTIGATIONS, INC PO BOX 90759 LONG BEACH, CA, 90809-0759 MONSTER WORLDWIDETMP
24411 RIDGE ROUTE DRIVE SUITE 100
BLDG B,
LAGUNA HILLS, CA, 92653-7918

MRSIMGMT RESOURCE SOLUTIONS INC 558 SAINT CHARLES DR., STE. 110, , THOUSAND OAKS, CA, 91360-3967

NATIONAL CREDIT REPORTING 6830 VIA DEL ORO, STE. 105 SAN JOSE, CA, 95119-1353 NAVETRET, INC. 3744 COUNTRYSIDE LN LONG BEACH, CA, 90806

NET CHECK INVESTIGATIONS 26523 N. HUNTSWOOD LANE SANTA CLARITA, CA, 91387 NIKOLAS JAMES INVESTIGATIONS 1249 SO. DIAMOND BAR BLVD. #423 DIAMOND BAR, CA, 91765 NORCHEM LABORATORIES PO BOX 70000, 2016 N. 4TH ST., STE FLAGSTAFF, AZ, 86003-7000

NORTON MEDICAL INDUSTRIES 6265 SEPULVEDA BLVD SUITE 13 VAN NUYS, CA, 91411-1121 OFFICE RESOURCES 220 S. PACIFIC COAST HWY., STE. 110 REDONDO BEACH, CA, 90277-3339 ON THE QT 22508 6TH STREET, SUITE B NEWHALL, CA, 91321

ON TIME PERSONNEL 12584 CENTRAL AVE., STE. C CHINO, CA, 91710-3507 ONE SOURCE CAREERS, LLC 8726 S. SEPULVEDA BLVD., STE. D LOS ANGELES, CA, 90045-4082 PACIFIC OASIS SYSTEMS INC 1028 N. LAKE AVE, SUITE 206 PASADENA, CA, 91104

PAUL A. STEMMLERPRIVATE INVESTIGATIVE SERVICES 4712 PASEO TORTUGAS TORRANCE, CA, 90505-6336

PERSONNEL STRATEGIES, INC. 23 MAUCHLY SUITE 111 IRVINE, CA, 92618 PEXIS CORPORATION 3659 INDIA STREET, SUITE 201 SAN DIEGO, CA, 92103-4767

PHILLIP J. BURRUEL & ASSOCIATE 4201 WILSHIRE BLVD., STE. 401 LOS ANGELES, CA, 90010-3612 PHOENIX ENGINEERING CO INC. 2220 GLADWICK STREET DOMINGUEZ HILLS, CA, 90220-6204 PINNACLE INVESTIGATIONS CORP 5805 E. SHARP AVENUE, SUITE 2 SPOKANE VALLEY, WA, 99212

PRE-EMPLOY.COM, INC. 2301 BALLS FERRY ROAD ANDERSON, CA, 96007 PRECISE FIT, LLC 10940 WILSHIRE BLVD, SUITE 600 WESTWOOD, CA, 90024 PREFERRED TEMPORARY SERVICES 701 PALOMAR ROAD # 300 CARLSBAD, CA, 92009

PRO STAFF 8383 WILSHIRE BLVD., STE. 99 BEVERLY HILLS, CA, 90211-2401 PROACTIVE WORK HEALTH CENTERS 43835 10TH STREET WEST LANCASTER, CA, 93534 PROFESSIONAL EACCESS NETWORK 5217 MARINA PACIFICA DR LONG BEACH, CA, 90803

PROFESSIONAL REGISTRY NETWORK PROFESSIONAL REGISTRY STAFFING 1187 N. RED GUM ANAHEIM, CA, 92806

PROFESSIONAL TEMPORARIES 701 PALOMAR AIRPORT RD., STE. 300 CARLSBAD, CA, 92009-1028 PROTOCOL AGENCY, INC. 2659 TOWNSGATE ROAD, SUITE 203 WESTLAKE VILLAGE, CA, 91361

Q STAFFING SERVICES 127 W. BADILLO ST., STE. C COVINA, CA, 91723-2054

QUEST DIAGNOSTICS 10101 RENNER BLVD LENEXA, KS, 66219-9752 QUIK TRAVEL STAFFING 150 E OLIVE AVE BURBANK, CA, 91502

R. CURTIS STEWART AND ASSOCIAT 1143 N. CENTRAL AVE., # 433 GLENDALE, CA, 91202-2505 RED CELL INVESTIGATIVE GROUPLLC 34428 YUCAIPA BLVD., SUITE E241 YUCAIPA, CA, 92399

REDLINE RISK MANAGEMENT, INC. 18090 BEACH BLVD., STE. 1 HUNTINGTON BEACH, CA. 92648

REED ELSEVIER 9443 SPRINGBORO PIKE MIAMISBURG, OH, 45342 REID LONDON HOUSE 1 N. DEARBORN ST., STE. 1600 CHICAGO, IL, 60602-4331

RESEARCH FOR YOU 10929 FIRESTONE BLVD., # 1 NORWALK, CA, 90650-2289

RESEDA SUBSTANCE ABUSETREATMENT CENTER 8745 PARTHENIA PL., STE. 4 NORTH HILLS, CA, 91343-5157

RESOURCE UNLIMITED 7049 N. FAIRCHILD CR MILWAUKEE, WI, 53217

RHINO MEDICAL SERVICES 2000 E LAMAR BLVD, STE 780 ARLINGTON, TX, 76006

RHINO RECRUITING 13428 MAXELLA AVE., STE. 419 MARINA DEL REY, CA, 90292-5620 RHUMBLINE LEGAL SOLUTIONS, LLC 624 S. GRAND AVE., STE. 2900 LOS ANGELES, CA, 90017-3881 RICHARD L. BUHLER 15404 LOS ROBLES AVE HACIENDA HEIGHTS, CA, 91745-2719

RICHARDSON & ASSOC CONSULTING, LLC CONSULTING, LLC, 2639 UMSTEAD RD DURHAM, NC, 27712

RIDONE INCORPORATED 9907 WHITE OAK AVE., APT. 123 NORTHRIDGE, CA, 91325-4832 RODBAT MANAGEMENT, INC. 10535 PARAMOUNT BLVD., STE. 201 DOWNEY, CA, 90241-2404

RIGHTSOURCE PARTNERS, INC 730 S. TERRI ANN DR WEST COVINA, CA, 91791-2765 ROSS HEALTH CARE CLINIC 2442 S. ATLANTIC BLVD LOS ANGELES, CA, 90040-1244 RRPI INSURANCE SERVICES, INC. 17316 EDWARDS RD., STE. 235 CERRITOS, CA, 90703-2450

SAFETY INVESTIGATIVE SERVICES, 28494 WESTINGHOUSE PLACE VALENCIA, CA, 91355 SAGE STAFFING 520 W. PALMDALE BLVD., STE. J PALMDALE, CA, 93551-4230 SALES PLACEMENT 6415 MELODY LN., APT. 2037 DALLAS, TX, 75231-7686

SAN DIEGO PERSONNEL GOOD PEOPLE EMPLOY. SVS. 14241 E. FIRESTONE BLVD SUITE 300 LA MIRADA, CA, 90638

SCIENTIFIC TESTING LABORA-TORIES 463 SOUTHLAKE BLVD RICHMOND, VA, 23236-3044 SECURE EMPLOYEE INVESTIGATIONS 551 CRESTVIEW DR GLENDORA, CA, 91741-2942

SHARP INVESTIGATIVE SEVICES 6320 VAN NUYS BLVD., STE. 400 VAN NUYS, CA, 91401-2694

SHAW, SEGRAVES & ASSO. 21601 DEVONSHIRE ST #317 CHATSWORTH, CA, 91311 SKILLSTORM,INC. 6540 LUSK BLVD., STE. C155 SAN DIEGO, CA, 92121-5789

SMITH & ASSOCIATES 3826 MONTEITH DR., STE. 300 LOS ANGELES, CA, 90043-1747 SNELLING PERSONNEL SERVICES 1801 AVENUE OF THE STARS, SUITE 224 LOS ANGELES, CA, 90067

SOLUTIONS STAFFING 6033 CLEVELAND AVE COLUMBUS, OH, 43231-2256

SOR SERVICES INC 16787 BEACH BLVD #340 HUNTINGTON BEACH, CA, 92647 SO CAL MED LEGAL CONSULTANTS, INC 1500 PACIFIC COAST HWY.STE D P.O. BOX.727 SEAL BEACH, CA, 90740-6249

SOUTHWEST OFFICE SOLUTIONS INC 6393 SUNSET RD JOSHUA TREE, CA, 92252-2361

SPHERION CORPORATION 4727 WILSHIRE BLVD., STE. 204 LOS ANGELES, CA, 90010-3874

SPHINX GROUP 22156 SHERMAN WAY, SUITE G WEST HILLS, CA, 91303 SPRINGBOARD INC. PO BOX 3803 CAREFREE, AZ, 85377-3803

SS ALLIANCE, INCSUPPORT SERVICES 2708 45TH ST HIGHLAND, IN, 46322-2903

STAFF DEPOT, INC. 1010 N HACIENDA BLVD LA PUENTE; CA, 91744 STANDARD MEDICAL STAFFINGCORPORATION CORPORATION, 4969 WEST ADAMS BLVD LOS ANGELES, CA, 90016

STANSEL INVESTIGATIONS, INC 1620 CENTINELA AVE., STE. 202 INGLEWOOD, CA, 90302-1091

STARSIDE SECURITY & INVEST., 1930 S. BREA CANYON RD., STE. 220 DIAMOND BAR, CA, 91765-4011 STEVEN BECKMAN
INVESTIGATIONSPAUL CHANCE
PRIVATE INVEST
PAUL CHANCE PRIVATE INVEST
P.O. BOX 8565
RIVERSIDE CA 92515

STEWART INVESTIGATIVE SERVICES 10532 ACACIA ST., STE. B4 RANCHO CUCAMONGA, CA, 91730-5455

STRATEGIC SYSTEMS GROUP, INC 2541 MONROE AVE., STE. 304 ROCHESTER, NY, 14618-3123 SURAE AND SUORE NURSING INC 11015 PARAMOUNT BLVD., STE. 1 DOWNEY, CA, 90241-3662

TALEMED 403 LOVELAND MADEIRA RD LOVELAND, OH, 45140 TEAM MATTSON INVESTIGATIONS 2461 E. ORANGETHORPE AVE., STE. 219 FULLERTON, CA, 92831-5302 TEAM-ONE EMPLOYMENT SPECIALIST 2999 OVERLAND AVE., STE. 130 LOS ANGELES, CA, 90064-4256

TECHNICAL WORKS, INC. 13200 CROSSROADS PKWY N, SUITE 260 INDUSTRY, CA, 91746

TECHRP 750 OLD HICKORY BLVD., STE. 110 BRENTWOOD, TN, 37027-4509 THE BERMUDEZ GROUP, INC. 7700 IRVINE CENTER DRIVE, SUITE 800 IRVINE, CA, 92618

THE CENTURION GROUP 5435 CAHUENGA BLVD., STE. B NORTH HOLLYWOOD, CA, 91601-2948 THE CITADEL GROUP LP 6580 SEA COVE DRIVE RANCHO PALOS VERDES, CA, 90275 THE DIAZ GROUP PO BOX 3871 MONTEBELLO, CA, 90640-9171

THREAT MANAGEMENT &
PROTECTIONINC.
PO BOX 5640
HUNTINGTON BEACH, CA, 92615-5640

TINA TUROCI 23 SAGEBRUSH WAY AZUSA, CA, 91702

TINY PLANET INC 4433 E VILLAGE RD, SUITE B AND C LONG BEACH, CA, 90808

TRACERS INFORMATION SPECIALIST 4538 COMMERCIAL WAY SPRING HILL, FL, 34606-1957 TRANSMETRON 1725 SOUTH 1700 EAST SALT LAKE CITY, UT, 84108 TRANSPLACE COMPLIANCE SERVICES 5800 GRANITE PKWY., STE. 1000 PLANO, TX, 75024-6619

TREATMENT
ASSESSMENTSCREENINNG CENTER,
INC.
2234 N. 7TH ST
PHOENIX, AZ, 85006-1651

TRELLIS TECHNOLOGY
SOLUTIONSLLC
529 N MCKINLEY STREET, SUITE 104128, CORONA, CA, 92879

TS LEGAL & PLACEMENT, INC. 523 W. 6TH ST., STE. 520 LOS ANGELES, CA, 90014-1225

TWO BEST HEADS INC PO BOX 7437 SAN BERNARDINO, CA, 92411-0437

UNIFIED TECHNICAL, INC. 23172 PLAZA POINTE DR., STE. 240 LAGUNA HILLS, CA, 92653-1477 UNIVERSITY OF SAN DIEGO 5998 ALCALA PARK SAN DIEGO, CA, 92110-2492

US INVESTIGATIONS SERVICES LLC SPECIAL INVESTIGATION UNIT 126 LINCOLN AVENUE GROVE CITY, PA, 16127

US SEARCH 600 CORPORATE PT SUITE 220 CULVER CITY, CA, 90230 USA EXPRESS ENTERPRISES LLC 12500 RIVERSIDE DR., STE. 203 STUDIO CITY, CA, 91607-3440

USA-FACT, INC. 6200 BOX SPRINGS BLVD RIVERSIDE, CA, 92507-0723 VEDIOR NORTH AMERICA, LLCCLINICAL ONE CLINICAL ONE, 60 HARVARD MILL SQUARE WAKEFIELD, MA, 01880

VERIFY IT FIRST 13910 SAYRE STREET STE 8 SYLMAR, CA, 91342

VOLT SERVICES GROUP 3055 WILSHIRE BLVD., STE. 100 LOS ANGELES, CA, 90010-1118 W.C. BARLOW & ASSOCIATESDBA FINESSE PERSONNEL ASSOC. 11030 ARROW RTE., STE. 204 RANCHO CUCAMONGA, CA, 91730-4837

WATSON AGENCY INC. 75 MALAGA COVE PLAZA, STE. 4 RANCHO PALOS VERDES, CA, 90275

WESSIDE DETECTIVES 6230 WILSHIRE BLVD., # 59 LOS ANGELES, CA, 90048-5104 WEST SHIELD INVESTIGATIONS 3857 BIRCH STREET, SUITE 208 NEWPORT BEACH, CA, 92660 WESTERN TEMPORARY SERVICES 150 S. LOS ROBLES AVE., STE. 680 PASADENA, CA, 91101-4633

WINMED MEDICAL STAFFING, INC. 500 S. MAIN STREET, SUITE 560 ORANGE, CA, 92868 WORK TRAINING PROGRAMS, INC. PO BOX 7184 BURBANK, CA, 91510-7184 YOAKUM INVESTIGATIONS 350 S. FIGUEROA ST., STE. 137 LOS ANGELES, CA, 90071-1103

COUNTY OF LOS ANGELES PUBLIC LIBRARY TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

COMMUNITY BUSINESS ENTERPRISE (CBE) INFORMATION SUMMARY

Contractor	AppleOne Employment Services	Library Associates Companies	Alpha Professional Resources, Inc.	Partners In Diversity, Inc.
Total Number of Employees in Firm	1,761 Nationwide	181	10	7
Owners/Partner/Assoc: Partners				
Black/African American			1	
Hispanic/Latin American			1	1
Asian or Pacific Islander				
American Indian				
Filipino				
White	1	1		1
Total	1	1	2	2
Women (should be included in counts above and also	_	,	_	
reported here separately).	00	1	. 0	2
				logis of the control
Managers	20			
Black/African American	33	1		
Hispanic/Latin American	43		1	1
Asian or Pacific Islander	46	2		
American Indian	5			
Filipino				
White	262	17	1	
Total	389	20	2	1
Women (should be included in counts above and also reported here separately).	275	14	11	1
Staff	iner of the second second	0.7		Section 2015
Black/African American	127	27	0	
Hispanic/Latin American	305	15	2	3
Asian or Pacific Islander	<u>161</u>	16		
American Indian	51	11		
Filipino	3			
White	726	101	4	1
Total	1,246	133	6	4
Women (should be included in counts above and also reported here separately).	1,044	82	3	3
reported here separately).	1,044		· · · · · · · · · · · · · · · · · · ·	<u> </u>
Percentage of Ownership				
Black/African American			50%	
Hispanic/Latin American	·		50%	50%
Asian or Pacific Islander				0070
American Indian				
Filipino	·			
White	100%	100%		50%
Total	100%	100%	100%	100%
Women (should be included in counts above and also	100 /0	10070	100 /0	100/0
reported here separately).	0%	100%	0%	100%
	Anna San Anna San San San San San San San San San			
Gurrent Certification as Minority/Women	JWned Film	•	V	
State of California	*	*	X	*
City of Los Angeles	*	*		*
Federal Government	*	*	X	
County of Los Angeles		L	<u> </u>	X

^{*}Did not provide information on CBE form.

Figures are based on information received from bidders on their proposals. Therefore, some columns may not add to the correct totals.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

LIBRARY ASSOCIATES, INC.

FOR

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

CONTRACT PROVISIONS TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

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CONTRACT PROVISIONS TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

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CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

LIBRARY ASSOCIATES, INC.

FOR

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

This Contract and Exhibits made and entered into	this day of	, 2009
by and between the County of Los Angeles, herein	after referred to as Coun	ty and Library
Associates, Inc., hereinafter referred to as Con	ntractor. Library Assoc	ciates, Inc. is
located at 6500 Wilshire Boulevard, Suite 2240, I	os Angeles, CA 90048.	•
RECITALS		
WHEREAS, the County may contract with	th private businesses f	or Temporary
Professional Librarian and Paraprofessional	Personnel Services v	when certain
requirements are met; and		
WHEREAS, the Contractor is a private firm	n specializina in providir	ng Temporary
Professional Librarian and Paraprofessional Persor		
NOW THEREFORE, in consideration of the		
and for good and valuable consideration, the partie	es agree to the following:	:
/		
/		
/		
/		
<i></i>		
,		,
,		

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Pricing Schedule
- 1.3 EXHIBIT C Contractor's EEO Certification
- 1.5 EXHIBIT D County's Administration
- 1.6 EXHIBIT E Contractor's Administration
- 1.7 EXHIBIT F Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT G Jury Service Ordinance
- 1.9 EXHIBIT H Safely Surrendered Baby Law

Unique Exhibits:

Health Insurance Portability and Accountability Act (HIPAA) Agreement

- 1.10 EXHIBIT I Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.11 EXHIBIT J Internal Revenue Services Notice No. 1015

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 8.1 – Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as

used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A Statement of Work.
- **2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- **2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- **2.4 County:** Los Angeles County Department of Public Library.
- 2.5 County Contract Project Director: The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- **2.6 County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 2.7 County Contract Project Monitor: The individual designated to oversee the day to day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- **2.8 County Librarian:** Director of Los Angeles County Department of Public Library.
- **2.9** Day(s): Business day(s) unless otherwise specified.
- **2.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Library: Los Angeles County Department of Public Library
- **2.12 Library Assistant:** An individual who performs routine paraprofessional library tasks to assist professional Librarians.
- 2.13 Paraprofessional: An individual who supports Library staff, known in the County as a Library Assistant with completion of two (2) years of college, including six (6) units of technical library course work, who under the

direction of a professional Librarian performs clerical and some designated professional tasks in the library. (One year of full-time clerical or technical experience in an organized library will be accepted for each year of college).

2.14 Professional: An individual with a Master of Library Science degree from an accredited college or university or completion of 36 graduate quarter units in a library science curriculum leading to a Master of Library Science degree.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three** (3) years commencing after execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **two (2)** additional one (1) year periods and **six (6)** month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit D County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with Exhibit B Pricing Schedule, and shall not exceed six hundred thousand dollars and zero cents (\$600,000.00) for each year of this Contract, except as set forth in Sub-section 8.1 Amendments.
- 5.2 The Contractor will be paid the proposed bill rate in approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit D County's Administration*.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds

to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the weekly/monthly invoices to the County in arrears for services provided with a copy of each employee's timesheet.
- 5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County Department of Public Library
Contract Services Unit
7400 E. Imperial Highway, Room 206
Downey, CA 90242

5.6.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the

County Contract Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs is designated in *Exhibit D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Project Director

The Responsibilities of the County Contract Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
 and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County Contract Project Monitor

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

CONTRACTOR'S ADMINISTRATION

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in *Exhibit E Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have **three (3)** years of documented experience.
- 7.1.4 The Contractor's Project Manager shall be able to affectively communicate in the English language.

7.2 Approval of Contractor's Employees

The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Employee Identification

All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. The County bears all expense of the badging.

- 7.3.1 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor's employees may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.3.2 The Contractor shall notify the County within one business day when an employee is terminated from working under this Contract. The Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has

terminated employment with the Contractor.

7.3.3 If the County requests the removal of Contractor's employee, the Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Employee Criminal Records

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

- 7.5.1 All Contractor's employees performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the County, regardless if the Contractor's employee passes or fails the background clearance investigation.
- 7.5.2 The County may request that the Contractor's employee be immediately removed from working on the County Contract at any time during the term of the Contract. The County will not provide to the Contractor nor to the Contractor's employees, any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately deny or terminate facility access to the Contractor's employees who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County, at the sole discretion of the County.

7.5.4 Disqualification, if any, of the Contractor's employees, pursuant to this Sub-section 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any

- injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of *Exhibit*F1 Contractor Acknowledgement and Confidentiality Agreement.
- 7.6.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 Contractor Employee Acknowledgment and Confidentiality Agreement.
- 7.6.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit F3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the County Board of Supervisors, for the exception of which the County Librarian is expressly authorized to increase the Contract Sum set forth in Section 5.0 Contract Sum, not to exceed twenty percent (20%) of the total Contract Sum for a particular contract year based on an increase in unanticipated work in needed services. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as

- required by the Board or the CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.3 The County Librarian or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.4 The County Librarian or his/her designee reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities listed in Attachment I. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be

provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within **thirty (30)** business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances. directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.6.2

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by

this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours

- if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. The Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its

sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF / OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during

the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts

the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision,

- and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a

- debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program

(County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as

determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 - Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Sub-section

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Department of Public Library Contract Services Unit 7400 E. Imperial Highway, Room 206 Downey, CA 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

- employees as insureds for all activities arising from this Contract; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in

- writing within twenty-four (24) hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Nonemployee Injury Report" to the County Contract Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of the Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:

\$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury:

\$1 million

Each Occurrence:

\$1 million

- 8.25.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:

\$1 million

Disease - policy limit:

\$1 million

Disease - each employee:

\$1 million

8.25.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregated. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the County Librarian or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the County Librarian or his/her designee, determines that there are deficiencies in the performance of this Contract that the County Librarian or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian or his/her designee, may: (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such specified in Attachment A, Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (3) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed

as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

- termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall,

at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or the County Contract Project Director is not able to resolve the dispute, the County Librarian or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Exhibit J - Internal Revenue Service Notice No. 1015.*

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is provided in *Exhibit H - Safely Surrender Baby Law* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - County's Administration* and *E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The County Librarian or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in

the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles County, provided

that the requirements of this Sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction. activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Attachment A, Technical Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)* for noncompliance.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (1) repaid by the Contractor to the County by cash payment upon demand or (2) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Boards' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to: the County Contract Project Manager at the address identified in *Exhibit E County Administration*, before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38 Record Retention and Inspection/Audit settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:
 - The Contractor has materially breached this Contract; or
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Sub-section8.43 shall not be exclusive and are in addition to any other rightsand remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance

pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, and the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor;
 or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit I* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit I* - Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - In addition to the amount described in Sub-division 1, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 - Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.3.4 If the Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - In addition to the amount described in Sub-division 1, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 - Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

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IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: Library Associates, Inc. **COUNTY OF LOS ANGELES** By Chairman, Board of Supervisors ATTEST: SACHI HAMAI **Executive Officer-Clerk** of the Board of Supervisors By_ APPROVED AS TO FORM: Robert E. Kalunian **Acting County Counsel**

in Beautit By David Beaudet

Senior Deputy County Counsel

CONTRACT EXHIBITS TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

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EXHIBIT A

STATEMENT OF WORK

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

STATEMENT OF WORK (SOW) TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Contract will cover 85 County of Los Angeles Regional and Community Public Library facilities, four (4) bookmobiles, one (1) institutional library, and headquarters facility listed in Attachment I. The County of Los Angeles Public Library system covers 3,042.864 square miles in Los Angeles County. The Contractor will provide to the County, experienced Temporary Professional (Librarian) and Paraprofessional (Library Assistants) Library personnel on an as needed basis, for any temporary situations to perform the duties delineated herein to include, but not be limited to: cataloging materials such as English and Non-English language books, microforms, serials, audio cassettes, compact discs, video cassettes, video disc, selected government publications, periodicals and software; providing direct reference, information and readers advisory service to persons.

Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary services not to exceed a maximum of 90 business days or 720 hours. The County reserves the right to contract with other entities for the same or similar services.

The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the contract is in effect, contingent upon the Library's adopted budget and needs.

2.0 ADDITION/DELETION OF SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease of additional services, specific tasks and/or work hours serviced based on organization and/or operational requirements. Due to budget considerations, the days and hours open may vary throughout the Contract Term. The County will notify the Contractor of any such variations, in writing, at least ten (10) business days prior to the effective date of the modification. The County will determine the need for modification referenced herein. The County Librarian or his/her designee

has authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any additional services added in the amendment.

2.2 All changes must be made in accordance with Sub-section 8.1 – Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Director for review. The plan shall include, but may not be limited to the following:

- a. Activities to be monitored to ensure compliance with all Contract requirements;
- Methods of monitoring to ensure that the Contract requirements are being met;
- c. Frequency of monitoring;
- d. Samples of forms to be used in monitoring;
- e. Title/level and qualifications of personnel performing monitoring functions; and
- f. Documentation methods of all monitoring results, including any corrective action taken.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.15 - County's Quality Assurance Plan.

4.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be done at least one (1) business day. However, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend may cause an assessment of fifty dollars (\$50.00).

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the

Contractor's Project Manager by the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Refer to *Appendix C – Technical Exhibit, Exhibit 1 – Contract Discrepancy Report*. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting employees, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 **DEFINITIONS**

- 5.1 Contract: Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A Statement of Work.
- **5.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- **5.3 Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- **5.4 County:** Los Angeles County Department of Public Library.
- 5.5 County Contract Project Director: The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.

- 5.6 County Contract Project Manager: The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 5.7 County Contract Project Monitor: The individual designated to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- **5.8 County Librarian:** Director of Los Angeles County Department of Public Library.
- 5.9 Day(s): Business day(s) unless otherwise specified.
- **5.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **5.11 Library:** Los Angeles County Department of Public Library.
- **5.12 Library Assistant:** An individual who performs routine paraprofessional library tasks to assist professional Librarians.
- 5.13 Paraprofessional: An individual who supports Library staff, known in the County as a Library Assistant with completion of two (2) years of college, including six (6) units of technical library course work, who under the direction of a professional Librarian performs clerical and some designated professional tasks in the library. (One year of full-time clerical or technical experience in an organized library will be accepted for each year of college).
- 5.14 Professional: An individual with a Master of Library Science degree from an accredited college or university or completion of 36 graduate quarter units in a library science curriculum leading to a Master of Library Science degree.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section

- 6.0 Administration of Contract County. Specific duties will include:
- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Section 8.0 Standard Terms and Conditions, Sub-section 8.1 Amendments.

CONTRACTOR

6.2 Contractor's Project Manager

- 6.2.1 The Contractor shall provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager or designated alternate, Monday through Friday, 8:00 a.m. 5:00 p.m. Pacific Standard Time (PST), excluding holidays.
- 6.2.2 The Contractor shall provide a telephone number where the Contractor's Project Manager or designated alternate may be reached after normal business hours in case of emergencies.
- 6.2.3 The Contractor's Project Manager or designated alternate shall act as central point of contact with the County.
- 6.2.4 The Contractor's Project Manager or designated alternate shall have three (3) years of documented experience.
- 6.2.5 The Contractor's Project Manager or designated alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 6.2.6 The Contractor's Project Manager or designated alternate shall provide qualified employees on an as needed basis to any of the locations within the County of Los Angeles Public Library System listed in Attachment I.
- 6.2.7 The Contractor's Project Manager or designated alternate is responsible for ensuring that every temporary employee assigned under this contract shall read, understand, sign and date Exhibit F2 Contractor Employee Acknowledgment and Confidentiality Agreement form as described in Section 7.0 Administration of Contract Contractor, Sub-section 7.6.4. of the Contract. The Contractor shall provide the form to their employees. After the form

is signed by the employee, the contractor is to make a copy of the form for the Contractor's file, and mail the original form to the County Contract Project Monitor.

6.3 Personnel

- 6.3.1 The Contractor shall provide employees that have the reference credentials to perform their work.
- 6.3.2 The Contractor shall be required to background investigate their employees as set forth in Sub-section 7.5 Background and Security Investigation, of the Contract.
- 6.3.3 All employees provided by the Contractor must be able to read, speak, and understand English.
- 6.3.4 All employees provided by the Contractor shall present a neat and clean appearance.
- 6.3.5 All employees provided by the Contractor must be courteous and have the ability to handle irrational and difficult patrons in a professional manner.
- 6.3.6 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.
- 6.3.7 The Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.

6.4 Identification Badges

The Contractor shall ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification, of the Contract. Such badge shall be displayed on contracted employee's person at all times he/she is on County designated property.

6.5 Training

The Contractor is responsible for providing training and supervising the employee assigned to perform services under this Contract.

6.6 Salaries

The Contractor will be solely responsible for providing to its employees all legally required employee benefits and the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.7 Background Check

The County requires every employee to pass a criminal background check, as condition of employment. The background check results should be completed before the individual is placed into the assignment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the Company's name where the Contractor conducts business.

6.8.1 Business Hours

The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract.

6.8.2 After-Hours

When the Contractor's office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to calls received within one (1) business day.

7.0 HOURS/DAYS OF WORK

Contract employees may be assigned varying shifts based on work location(s)

between the hours of 7:00 a.m. to 9:00 p.m. Pacific Standard Time (PST), Monday through Saturday, and possibly some Sundays, not to exceed 40 hours per week. No overtime will be accumulated or paid.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

- 9.1 The Contractor will be required to provide resumes for potential temporary employees for review by the County within twenty-four (24) hours after receipt of the County's request. If the Contractor is unable to provide resumes for review within twenty-four (24) hours, the County reserves the right to cancel the request and purchase the services from other sources.
- 9.2 Upon receipt of the request from the County for a Temporary Professional Librarian, the Contractor shall provide for each candidate, his/her resume and a copy of each candidate's Master of Library and Information Science (MLIS) degree or proof of completion of required semester units for review by the County, as set forth in Section 11.0 – Minimum Requirements, Subsection 11.1 – Professional (Librarian).
- 9.3 Upon receipt of the request from the County for a Temporary Paraprofessional Library Assistant, the Contractor shall provide for each candidate, his/her resume and proof of completion of college requirements or experience of technical library course work for review by the County, as set forth in Section 11.0 Minimum Requirements, Sub-section 11.2 Paraprofessional (Library Assistant).

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

- 10.1 The Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this Contract when requested to do so by the County Contract Project Manager.
- 10.2 All employees assigned by the Contractor to perform these services shall

at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory shall immediately be removed from servicing the Contract. The Contractor shall not subcontract with any employee for performance if services hereunder unless the provisions in Section 8.40 - Subcontracting of the Contract are met.

11.0 MINIMUM REQUIREMENTS

- 11.1 Professional (Librarian) must have a Master of Library Science degree from an accredited college or university - OR - completion of 36 graduate quarter units in a library science curriculum leading to a Master of Library Science degree.
- 11.2 Paraprofessional (Library Assistant) must have completed two (2) years of college, including six (6) units of technical library course work. (One year of full-time clerical or technical experience in an organized library will be accepted for each year of college).

12.0 ASSIGNMENT OF UNQUALIFIED EMPLOYEE

In the event the Contractor's employees are unable to perform the duties specified in Section 14.0 - Job Descriptions, the Contractor shall immediately, within twenty-four (24) hours, replace the unqualified employee with a qualified employee. The Contractor shall not charge the County for the services of any unqualified employee replaced.

13.0 SPECIFIC WORK REQUIREMENTS

- 13.1 The Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.
- 13.2 The Contractor shall provide efficient and experienced Professional Librarians and Paraprofessionals on an as needed basis to any of the locations listed in Attachment I. The Professional Librarians and Paraprofessionals must meet the minimum requirements as stated in Section 11.0 – Minimum Requirements.
- 13.3 The Contractor shall be responsible for providing all legally required

employee benefits to employees provided to the County on behalf of the Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.

13.4 The Contractor has the responsibility of his employee's transportation to and from the work site(s). The County will not reimburse Contract employees for travel time, in time or money.

14.0 JOB DESCRIPTION

Listed below are the job descriptions of the Professional Librarian and Paraprofessional Library Assistant duties that the County may require of the employee provided through the contract, but may not be limited to the following:

14.1 Professional (Librarian) <u>Example of Public Service Duties:</u>

- a. Provides direct reference, information and reader's advisory services to Library patrons of all ages and all ethnic backgrounds.
- b. Assists patrons in locating books and reference materials.
- c. Utilizes adult, children's, and audio-visual materials, including books, pamphlets, maps, microforms, recordings, periodicals, online databases, and the Internet. In addition, utilizes federal, state, County, and local government collections.
- d. Enforces Library policies and procedures. Maintains order within library. Provides appropriate discipline for juveniles. Handles complaints referred by part-time employees.
- e. Assists in providing programs and services for patrons of all ages and covering all interest.
- f. Cooperates with schools and other community groups by giving book talks, presenting instruction in library use either in the library or in other settings, prepares bibliographies and special exhibits and contributes articles for community newspapers.
- g. Maintains library records and prepares required library reports as assigned.
- h. Ensures or monitors that library's interior and exterior of buildings and grounds are maintained in a clean, safe, and orderly fashion.
- i. Supervises part-time employees.

- j. Handles interlibrary referrals and request(s).
- k. Must be able to retrieve and place materials on shelves at a maximum of six (6) feet above the floor and on floor level shelves in order to weed shelves and locate collection materials.
- I. Uses the Library's Integrated Library System (ILS) computer terminals and other computer equipment above waist level requiring use of a computer wand, inputting data into a computer terminal, and uses telephone equipment.
- m. Extensive public and telephone contact requiring verbal and hearing communication skills. Employees must exhibit a positive and friendly service approach when dealing with customers.
- n. Travels to assigned locations throughout Los Angeles County to attend meetings, training sessions, and conduct specific assignments.
- Operates audio-visual equipment, photocopy machines, microfilm/microfiche reader printers and other equipment.
- p. Operates and is experienced with standard computer equipment, software, and online services, including reference software, online databases, and the Internet.

Example of Technical Services Duties:

- a. Classifies and catalogs all library materials and formats in English and non-English languages such as; books, microforms, serials, audio cassettes, compact discs, video cassettes, DVDs, selected government publications, periodicals and electronic resources.
- b. Supervises Library Assistants in searching for bibliographic data, and in the performance of authority control, quality control and bibliographic maintenance duties such as copy cataloging and verification of name/subject headings, etc.
- c. Trains Library Assistants in the technical details of copy cataloging.
- d. Monitors vendor compliance of cataloging specifications.
- e. Answers and resolves bibliographic questions from Technical and Public Services staff.
- f. Keeps abreast with current trends and new technologies in the

library filed.

g. Keeps Technical and Public Services staff informed of new and revised cataloging rules and practices.

14.2 Paraprofessional (Library Assistant) <u>Example of Public Service Duties:</u>

- a. Enforces library rules and policies.
- Answers simple reference questions; refers more difficult questions to professional staff.
- c. Assists patrons in locating books and other library materials. May process requests for books and other library materials from other libraries.
- d. Ensures that the library's interior and exterior of building and grounds are maintained in a safe, clean and orderly fashion.
- e. Assists in maintaining library records and preparing reports regarding circulation, registration, material inventory, and collection of fines and fees.
- f. May schedule and supervise the work of others, primarily library aides or pages.
- g. Manages a circulation operation such as: register new library borrowers, perform data inputting into an automated circulation system using ILS computer terminals several hours at a time.
- h. ILS computer terminal are located above waist level. This requires handling of books using a computer wand, and inputting data into a computer terminal.
- i. Pushes carts loaded with books which may weigh up to 80 pounds and reaches overhead to perform shelving of books.
- j. Packs, unpacks, and transports shipment boxes, from one location to another weighing up to 20 pounds.
- k. Extensive public and telephone contact requiring verbal communication skills. Employee must exhibit a positive and friendly service approach when dealing with customers.
- I. Must be able to retrieve and place materials on shelves at maximum of six (6) feet above the floor and on floor level

- shelves in order to weed shelves and locate collection materials.
- m. Must be able to travel to specified locations throughout Los Angeles County to attend meetings, training sessions, and conduct specific assignments.

Example of Technical Services Duties:

- Searches for bibliographic data in electronic database, performs copy cataloging and verifies name and subject headings.
- Performs routine database maintenance as referred by professional catalogers.
- c. Transliterates and translates title pages information from other languages for cataloging purposes.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS). In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject
 to approval by the County. In the plan, the Contractor must include reasons
 for the unacceptable performance, specific steps to return performance to
 an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon written notice, ten (10) business days with or without cause, as provided for in the Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.42 - Termination for Convenience.

Exhibit A - Statement of Work
Temporary Professional Librarian and Paraprofessional Personnel Services
February 2009

EXHIBIT A ATTACHMENTS

ATTACHMENT I - LIST OF LIBRARIES - SERVICE LOCATIONS AND HOURS

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

LIST OF LIBRARIES – SERVICE LOCATIONS AND HOURS Library Facilities - (85)

	Library Information	Library Hours		
1	A C Bilbrew Library 150 East El Segundo Blvd. Los Angeles, CA 90061	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED	
2	Agoura Hills Library 29901 Ladyface Court Agoura Hills, CA 91301	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 11:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED	
3	Alondra Library 11949 Alondra Court Norwalk, CA 90650	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. CLOSED 12:00 P.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED	
4	Angelo M. lacoboni Library 4990 Clark Avenue Lakewood, CA 90712	Friday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.	
5	Anthony Quinn Library 3965 Cesar E. Chavez Avenue Los Angeles, CA 90063	Tuesday Wednesday Thursday Friday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED	

	Library Information	Library Ho	<u>ırs</u>
6	Artesia Library 18722 South Clarkdale Avenue Artesia, CA 90701	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
7	Avalon Library 215 Summer Avenue Avalon, CA 90704	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 1:00 P.M 7:00 P.M. 1:00 P.M 7:00 P.M. 1:00 P.M 7:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
8	Baldwin Park Library 4181 Baldwin Park Boulevard Baldwin Park, CA 91706	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 12:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
9	Bell Gardens Library 7110 South Garfield Avenue Bell Gardens, CA 90201	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 10:00 A.M 7:00 P.M. 10:00 A.M 7:00 P.M. 10:00 A.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
10	Bell Library 4411 East Gage Avenue Bell, CA 90201	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED CLOSED

	Library Information	Library Hou	ırs
11	Canyon Country Library 18601 Soledad Canyon Road Santa Clarita, CA 91351	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
12	Carson Library 151 East Carson Street Carson, CA 90745	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
13	Charter Oak Library 20540 "K" Arrow Highway Covina, CA 91724	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
14	Chet Holifield Library 1060 South Greenwood Avenue Montebello, CA 90640	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. CLOSED CLOSED CLOSED
15	City Terrace Library 4025 East City Terrace Drive Los Angeles, CA 90063	Tuesday Wednesday Thursday Friday	11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

	Library Information	<u>Library Hours</u>
16	Claremont Library 208 North Harvard Avenue Claremont, CA 91711	Monday1:00 P.M 8:00 P.M.Tuesday1:00 P.M 8:00 P.M.Wednesday1:00 P.M 8:00 P.M.Thursday1:00 P.M 8:00 P.M.Friday10:00 A.M 5:00 P.M.Saturday10:00 A.M 5:00 P.M.Sunday1:00 P.M 5:00 P.M.
17	Clifton M. Brakensiek Library 9945 East Flower Street Bellflower, CA 90706	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T1:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 1:00 P.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
18	Compton Library 240 West Compton Boulevard Compton, CA 90220	Monday CLOSED Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 10:00 A.M 8:00 P.M. Friday 10:00 A.M 6:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED
19	Cudahy Library 5218 Santa Ana Street Cudahy, CA 90201	Monday CLOSED Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 10:00 A.M 6:00 P.M. Friday 10:00 A.M 5:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED
20	Culver City Julian Dixon Library 4975 Overland Avenue Culver City, CA 90230	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

Libra	ary Information	Library Hou	<u>urs</u>
21	Diamond Bar Library 1061 South Grand Avenue Diamond Bar, CA 91765	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 9:00 P.M. 12:00 P.M 9:00 P.M. 12:00 P.M 9:00 P.M. 12:00 P.M 9:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
22	Duarte Library 1301 Buena Vista Street Duarte, CA 91010	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
23	East Los Angeles Library 4837 East 3 rd Street Los Angeles, CA 90022	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 9:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
24	East Rancho Dominguez Library 4205 East Compton Boulevard East Rancho Dominguez, CA 90221	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
25	El Camino Real Library 4264 East Whittier Los Angeles, CA 90023	Thursday Friday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

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26	El Monte Library 3224 Tyler Avenue El Monte, CA 91731	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
27	Florence Library 1610 Florence Avenue Los Angeles, CA 90001	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T1:00 A.M 7:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
28	Gardena Mayme Dear Library 1731 West Gardena Boulevard Gardena, CA 90247	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. CLOSED CLOSED
29	George Nye, Jr. Library 6600 Del Amo Boulevard Lakewood, CA 90713	Monday CLOSED Tuesday 12:00 P.M 8:00 P.M. Wednesday 12:00 P.M 8:00 P.M. Thursday 12:00 P.M 6:00 P.M. Friday 12:00 P.M 6:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED
30	Graham Library 1900 East Firestone Boulevard Los Angeles, CA 90001	Monday 11:00 A.M 8:00 P.M. Tuesday 11:00 A.M 8:00 P.M. Wednesday 11:00 A.M 6:00 P.M. Thursday 11:00 A.M 6:00 P.M. Friday 11:00 A.M 5:00 P.M. Saturday 11:00 A.M 5:00 P.M. Sunday CLOSED

	Library Information	Library Hours
31	Hacienda Heights Library 16010 La Monde Street Hacienda Heights, CA 91745	Monday9:00 A.M 9:00 P.M.Tuesday9:00 A.M 9:00 P.M.Wednesday9:00 A.M 9:00 P.M.Thursday9:00 A.M 9:00 P.M.Friday9:00 A.M 6:00 P.M.Saturday9:00 A.M 5:00 P.M.Sunday1:00 P.M 5:00 P.M.
32	Hawaiian Gardens Library 12100 East Carson Street, #E Hawaiian Gardens, CA 90716	Monday Tuesday Wednesday Thursday Friday Saturday Sunday CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
33	Hawthorne Library 12700 Grevillea Avenue Hawthorne, CA 90250	Monday CLOSED Tuesday 11:00 A.M 8:00 P.M. Wednesday 11:00 A.M 8:00 P.M. Thursday 10:00 A.M 6:00 P.M. Friday 10:00 A.M 5:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED
34	Hermosa Beach Library 550 Pier Avenue Hermosa Beach, CA 90254	Monday Tuesday Wednesday Thursday Friday Saturday Sunday CLOSED 11:00 A.M 7:00 P.M. 12:00 P.M 7:00 P.M. 12:00 P.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
35	Hollydale Library 12000 South Garfield Avenue South Gate, CA 90280	Monday CLOSED. Tuesday 12:00 P.M 8:00 P.M. Wednesday 12:00 P.M 6:00 P.M. Thursday 12:00 P.M 6:00 P.M. Friday 12:00 P.M 5:00 P.M. Saturday 12:00 P.M 5:00 P.M. Sunday CLOSED

	Library Information	Library Hou	<u>ırs</u>
36	Huntington Park Library 6518 Miles Avenue Huntington Park, CA 90255	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. CLOSED 10:00 A.M 5:00 P.M. CLOSED
37	La Cañada Flintridge Library 4545 North Oakwood La Cañada Flintridge, CA 91011	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
38	La Crescenta Library 4521 La Crescenta Avenue La Crescenta, CA 90638	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
39	La Mirada Library 13800 La Mirada Boulevard La Mirada, CA 91745	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
40	La Puente Library 15920 East Central Avenue La Puente, CA 91744		CLOSED 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hours
41	La Verne Library 3640 D. Street La Verne, CA 91750	Monday 12:00 P.M 8:00 P.M. Tuesday 12:00 P.M 8:00 P.M. Wednesday 12:00 P.M 8:00 P.M. Thursday 12:00 P.M 8:00 P.M. Triday 10:00 A.M 5:00 P.M. Saturday Sunday CLOSED
42	Lake Los Angeles Library 16921 East Avenue O, #A Palmdale, CA 93591	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
43	Lancaster Library 601 W. Lancaster Boulevard Lancaster, CA 93534	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
44	Lawndale Library 14651 Burin Avenue Lawndale, CA 90260	Monday Tuesday Wednesday Thursday Friday Saturday Sunday CLOSED 1:00 P.M 8:00 P.M. 1:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
45	Leland R. Weaver Library 4035 Tweedy Boulevard South Gate, CA 90280	Monday CLOSED Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 10:00 A.M 6:00 P.M. Friday 10:00 A.M 5:00 P.M. Saturday 12:00 P.M 5:00 P.M. Sunday CLOSED

	Library Information	Library Hou	<u>rs</u>
46	Lennox Library 4359 Lennox Boulevard Lennox, CA 90304	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
47	Littlerock Library 35119 80 th Street East Littlerock, CA 93543	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
48	Live Oak Library 4153-55 East Live Oak Avenue Arcadia, CA 91006	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
49	Lloyd Taber-Marina Del Rey Library 4533 Admiralty Way Marina del Rey, CA 90292	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 12:00 P.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
50	Lomita Library 24200 Narbonne Avenue Lomita, CA 90717	Tuesday Wednesday Thursday Friday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

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51	Los Nietos Library 11644 East Slauson Avenue Whittier, CA 90606	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 7:00 P.M. 12:00 P.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
52	Lynwood Library 11320 Bullis Road Lynwood, CA 90262	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
53	Malibu Library 23519 West Civic Center Way Malibu, CA 90265	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
54	Manhattan Beach Library 1320 Highland Avenue Manhattan Beach, CA 90266	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
55	Masao W. Satow Library 14433 South Crenshaw Boulevard Gardena, CA 90249	Friday	1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	<u>Library Information</u>	<u>Library Hours</u>
56	Maywood Cesar Chavez Library 4323 East Slauson Avenue Maywood, CA 90270	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
57	Montebello Library 1550 West Beverly Boulevard Montebello, CA 90640	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
58	Newhall Library 22704 West Ninth Street Santa Clarita, CA 91321	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
59	Norwalk Library 12350 Imperial Highway Norwalk, CA 90650	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
60	Norwood Library 4550 North Peck Road El Monte, CA 91732	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 9:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hours
61	Paramount Library 16254 Colorado Avenue Paramount, CA 90723	Monday CLOSED Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 10:00 A.M 6:00 P.M. Friday 10:00 A.M 6:00 P.M. Saturday 1:00 P.M 5:00 P.M. Sunday CLOSED
62	Pico Rivera Library 9001 Mines Avenue Pico Rivera, CA 90660	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 9:00 P.M. CLOSED T0:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
63	Quartz Hill Library 42018 North 50 th Street West Quartz Hills, CA 93536	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 5:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
64	Rivera Library 7828 South Serapis Avenue Pico Rivera, CA 90660	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 12:00 P.M 8:00 P.M. 12:00 P.M 6:00 P.M. 1:00 P.M 6:00 P.M. 1:00 P.M 5:00 P.M. CLOSED CLOSED
65	Rosemead Library 8800 Valley Boulevard Rosemead, CA 91770	Monday CLOSED Tuesday 12:00 P.M 8:00 P.M. Wednesday 12:00 P.M 8:00 P.M. Thursday 10:00 A.M 6:00 P.M. Friday 12:00 P.M 5:00 P.M. Saturday 11:00 A.M 5:00 P.M. Sunday CLOSED

	Library Information	<u>Library Hours</u>
66	Rowland Heights Library 1850 Nogales Street Rowland Heights, CA 91748	Monday9:00 A.M 9:00 P.M.Tuesday9:00 A.M 9:00 P.M.Wednesday9:00 A.M 9:00 P.M.Thursday9:00 A.M 9:00 P.M.Friday9:00 A.M 6:00 P.M.Saturday9:00 A.M 5:00 P.M.Sunday1:00 P.M 5:00 P.M.
67	San Dimas Library 145 North Walnut Avenue San Dimas, CA 91773	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
68	San Fernando Library 217 North Maclay Avenue Quartz Hills, CA 91340	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 12:00 A.M 8:00 P.M. 12:00 A.M 8:00 P.M. 12:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
69	San Gabriel Library 500 South Del Mar Avenue San Gabriel, CA 91776	Monday 10:00 A.M 8:00 P.M. Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 12:00 P.M 6:00 P.M. Friday 12:00 P.M 5:00 P.M. Saturday 10:00 P.M 5:00 P.M. Sunday CLOSED
70	Sorensen Library 11405 East Rose Hedge Drive Whittier, CA 90606	Monday 11:00 A.M 7:00 P.M. Tuesday 11:00 A.M 7:00 P.M. Wednesday 11:00 A.M 7:00 P.M. Thursday 11:00 A.M 7:00 P.M. Friday 11:00 A.M 5:00 P.M. Saturday 11:00 A.M 5:00 P.M. Sunday CLOSED

	Library Information	<u>Library Hours</u>
71	South El Monte Library 1430 North Central Avenue South El Monte, CA 91733	Monday Tuesday 1:00 P.M 8:00 P.M. Wednesday Thursday 1:00 P.M 5:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 5:00 P.M. 10:00 A.M 5:00 P.M. Saturday Sunday CLOSED
72	South Whittier Library 14433 Leffingwell Road Whittier, CA 90604	Monday Tuesday 12:00 P.M 8:00 P.M. Wednesday Thursday Triday Friday Saturday Sunday 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
73	Sunkist Library 840 North Puente Avenue La Puente, CA 91746	Monday 10:00 A.M 8:00 P.M. Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 10:00 A.M 8:00 P.M. Friday 10:00 A.M 8:00 P.M. Saturday 10:00 A.M 6:00 P.M. Saturday 10:00 A.M 5:00 P.M. CLOSED
74	Temple City Library 5939 Golden West Avenue Temple City, CA 91780	Monday 10:00 A.M 6:00 P.M. Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 12:00 P.M 8:00 P.M. Friday 12:00 P.M 5:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED
75	Valencia Library 23743 West Valencia Boulevard Santa Clarita, CA 91355	Monday 10:00 A.M 9:00 P.M. Tuesday 10:00 A.M 9:00 P.M. Wednesday 10:00 A.M 9:00 P.M. Thursday 10:00 A.M 9:00 P.M. Friday 10:00 A.M 6:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday 1:00 P.M 5:00 P.M.

	Library Information	Library Hours
76	Dr. Martin Luther King Jr. Library 17906 South Avalon Boulevard Carson, CA 90746	Monday Tuesday Wednesday Thursday Friday Saturday Sunday CLOSED 11:00 A.M 8:00 P.M. 12:00 A.M 5:00 P.M. 12:00 A.M 5:00 P.M. CLOSED CLOSED
77	View Park Library 3854 West 54 th Street Los Angeles, CA 90043	Monday 11:00 A.M 7:00 P.M. Tuesday 11:00 A.M 7:00 P.M. Wednesday 11:00 A.M 7:00 P.M. Thursday 10:00 A.M 6:00 P.M. Friday 10:00 A.M 5:00 P.M. Saturday Sunday CLOSED
78	Walnut Library 21155 La Puente Road Walnut, CA 91789	Monday CLOSED Tuesday 1:00 P.M 8:00 P.M. Wednesday 1:00 P.M 8:00 P.M. Thursday 1:00 P.M 8:00 P.M. Friday 10:00 A.M 5:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED
79	West Covina Library 1601 West Covina Parkway West Covina, CA 91790	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
80	West Hollywood Library 715 North San Vicente Boulevard West Hollywood, CA 90069	Monday 10:00 A.M 8:00 P.M. Tuesday 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. Thursday 10:00 A.M 5:00 P.M. Friday 10:00 A.M 5:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED

	Library Information	Library Hours
81	Westlake Village Library 31220 West Oak Crest Drive Westlake Village, CA 91361	Monday Tuesday Wednesday Thursday Triday Triday Tiday Saturday Sunday Thoread Thursday Thursd
82	Willowbrook Library 11838 Wilmington Avenue Los Angeles, CA 90059	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 6:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
83	Wiseburn Library 5335 West 135 th Street Hawthorne, CA 90250	Monday Tuesday Wednesday Thursday Friday Saturday Sunday CLOSED 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
84	Woodcrest Library 1340 West 106 th Street Los Angeles, CA 90044	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
85	Castaic Library 27971 Sloan Canyon Rd., Castaic, CA 91384	Monday Tuesday 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. Wednesday 12:00 P.M 6:00 P.M. Thursday 12:00 P.M 6:00 P.M. Friday 12:00 P.M 5:00 P.M. Saturday Sunday CLOSED

LIST OF LIBRARIES – SERVICE LOCATIONS AND HOURS Other Facilities - (6)

Library Information

- Juvenile Hall (Institutional Library)
 1605 Eastlake Avenue
 Los Angeles, CA 90033
- 2. County of Los Angeles Public Library Headquarters 7400 East Imperial Hwy Downey, CA 90242

BOOKMOBILES

- 3. Antelope Valley Bookmobile 601 West Lancaster Boulevard Lancaster, CA 93534
- 4. Las Virgenes Bookmobile 23519 West Civic Center Way Malibu, CA 90265
- 5. Santa Clarita Bookmobile 22704 West Ninth Street Santa Clarita, CA 91321
- 6. Urban Outreach Bookmobile 1601 West Covina Parkway West Covina, CA 91790

EXHIBIT A TECHNICAL EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)
- 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)



7400 E. IMPERIAL HWY. DOWNEY, CA 90242 Phone: 562-940-8485 Fax: 562-803-0016

COUNTY OF LOS ANGELES PUBLIC LIBRARY HEADQUARTERS

Contract Discrepancy Report



To:	·		From:	CONTRACT SERVICE	S
Fax:		·	Pages:		
Phone:			Date:	· · · · ·	
Re:			CC:		
□ Urgent	☐ For Review	☐ Please Cor	nment	☑ Please Reply	☐ Please Recycle
	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·			
CONTRAC	TOR RESPONS	SE: Cause an	d Corr	ective Action	
	· ·		· .		
•••					
				.	
signature c	of Contractor Re	presentative		Date	

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES PERFORMANCE REQUIREMENTS SUMMARY (PRS) COUNTY OF LOS ANGELES PUBLIC LIBRARY

Sections found in: Contract = Appendix A - Sample Contract

SOW = Appendix B - Statement of Work

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes in name or address of the Contract Project Manager.	Documentation and review of files.	\$100 per day when documentation is not provided
Contract: Section 7.6	Confidentiality	Contractor adherence to the Section 7.6	Documentation and review of files.	\$100 per employee per occurrence
Contract: Section 8.24	General Insurance Requirements	Adherence to Section 8.24	Receipt of Documentation	\$100 per day when documentation is not provided; Contract termination
Contract: Section 8.25	Insurance Coverage Requirements	Adherence to Section 8.25	Receipt of Documentation	\$100 per day when documentation is not provided; Contract termination
Contract: Section 8.38	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Documentation and review of files.	\$100 per occurrence
Statement of Work: Section 11.0	Minimum Requirements	Adherence to the Minimum Requirements.	Receipt and review of documentation	\$200 per employee
Statement of Work: Section 12.0	Assignment of Unqualified Employee	Contractor shall replace personnel within 24 hours	Observation of personnel work product; User complaint	No payment for employee who fails to meet County requirements.

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

REQUIRED FORMS - EXHIBIT 11 PRICING SCHEDULE

TEMPORARY PROFESSIONAL AND PARAPROFESSIONAL LIBRARIAN PERSONNEL SERVICES

Rates quoted must reflect personnel meeting the qualifications described in *Appendix B* - *Statement of Work*. This constitutes a firm bid, irrevocable for a period of 180 days from the bid due date, based on the following maximum hourly rates:

YEAR ONE (1):

YEAR ONE (1):	
Job Classification	Hourly Rate
Librarian	[★] 34.32
Library Assistant	27.00
YEAR TWO (2):	
Job Classification	Hourly Rate
Librarian	* <u>35.35</u>
Library Assistant	27.81
YEAR THREE (3):	· .
Job Classification	Hourly Rate
Librarian	\$ 36.41
Library Assistant	28.65
OPTION YEAR ONE (1):	
Job Classification	Hourly Rate
Librarian	* 37.50
Library Assistant	29.50
OPTION YEAR TWO (2):	
Job Classification	Hourly Rate
Librarian	\$ 38.63
Library Assistant	30.40
Mand)	8127107
Signature of Authorikets ABN-18. KNEUSSL	Date

VICE PRESIDENT

Name and Title of Signer

FINANCE & ADMINISTRATION

ibrary Associates, Inc.

RFP - APPENDIX D - Page 12

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 8 PROPOSER'S EEO CERTIFICATION

	Library Associates, Inc.			
Co	empany Name			
<u>(d</u>	500 Wilshire Blud, Suite 2240, Los Angeles	s, CA 900	48	
	95-4208617		•	
Int	ernal Revenue Service Employer Identification Number			
	GENERAL			
ag wil or	accordance with provisions of the County Code of the County of I rees that all persons employed by such firm, its affiliates, subsill be treated equally by the firm without regard to or because of sex and in compliance with all anti-discrimination laws of the Unitalifornia.	diaries, or holdi race, religion, ar	ng companies are acestry, national o	and rigin,
	CERTIFICATION	YES	NO	
1.	Proposer has written policy statement prohibiting discrimination in all phases of employment.	(1)	()	
2.	Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(1)	()	
3.	Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(V)	()	
4.	When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.		()	
Si	gnature	21 Augu Da	ot 2008 ate	
	Keith Gurtzweiler, Vice Presiden	t, Recruit	ina	
Νε	ame and Title of Signer (please print)		.)	

EXHIBIT D

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT	NO			
COUNTY	ONTRACT PROJECT DIRECTOR:			
Name:	Rose M. Garcia			
Title:	Head, Facilities Services			
Address:	7400 E. Imperial Hwy., Room 206			
	Downey CA 90242			
Telephone:	<u>(562) 940 – 8481</u>			
Facsimile:	<u>(562)</u> 803 – 0016			
E-Mail Addr	E-Mail Address: rgarcia@library.lacounty.gov			
COUNTY CONTRACT PROJECT MANAGER:				
Name:				
Title:	Contract Services Coordinator			
Address:	7400 E. Imperial Hwy., Room 206			
	Downey, CA 90242			
Telephone:	<u>(562) 940 – 8485</u>			
Facsimile:	<u>(562) 803 – 0016</u>			
E-Mail Addr	ess:			
COUNTY C	ONTRACT PROJECT MONITOR:			
Name:				
Title:	Administrative Assistant II			
Address:	7400 E. Imperial Hwy., Room 206			
	Downey, CA 90242			
Telephone:	<u>(562) 940 – 6918</u>			
Facsimile:	<u>(562) 803 – 0016</u>			

E-Mail Address:

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION TEMPORARY PROFESSIONAL AND PARAPROFESSIONAL LIBRARIAN PERSONNEL SERVICES

LIBRARY ASSOCIATES, INC.

CONTRACTOR'S NAME

CONTR	ACT I	NO:	

CONTRACTOR'S PROJECT MANAGER:

Name:

Joanne Schwarz

Title:

Senior Recruiter

Address:

6500 Wilshire Boulevard, Suite 2240

Los Angeles, CA 90048

Telephone:

(323) 852-1083 main; (323) 302-9434 direct

Facsimile:

(323) 852-1093

E-Mail Address: jschwarz@libraryassociates.com

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:

Keith Gurtzweiler

Title:

Vice President, Recruiting

Address:

6500 Wilshire Boulevard, Suite 2240

Los Angeles, CA 90048

Telephone:

(323) 852-1083 main; (323) 302-9436 direct

Facsimile:

(323) 852-1093

E-Mail Address: keith@libraryassociates.com

Name:

Deborah Schwarz

Title:

President & CEO

Address:

6500 Wilshire Boulevard, Suite 2240

Los Angeles, CA 90048

Telephone:

(323) 852-1083 main; (323) 302-9431 direct

Facsimile:

(323) 852-1093

E-Mail Address: dschwarz@libraryassociates.com

Notices to Contractor shall be sent to the following:

Name:

Keith Gurtzweiler

Title:

Vice President, Recruiting

Address:

6500 Wilshire Boulevard, Suite 2240

Los Angeles, CA 90048

Telephone:

(323) 852-1083 main; (323) 302-9436 direct

Facsimile:

(323) 852-1093

E-Mail Address: keith@libraryassociates.com

EXHIBIT F

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note:	This certification is to be executed and returned to County with Contractor's executed Contract. the Contract until County receives this executed document.)	Work cannot begin on
		•

CONTRACTOR NAME _	Library	Associates, Inc.	Contract No.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE:

DATE: 11 / 04/ 2008

PRINTED NAME:

POSITION:

Vice President,

Recriting

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to

County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

the Contract until County receives this executed document.)

me or on my behalf by virtue of my performance of work under the above-referenced contract.

Employee Name

GENERAL INFORMATION:

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.
I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.
CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employer, whichever occurs first.
SIGNATURE: DATE: 11 / 04/ 2608
PRINTED NAME: Keith Goodweiler
POSITION: Vice President, Recriting

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on

the Contract until County receives this executed document.)

Contractor Name Library Associates Inc. Contract No
Non-Employee Name
GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.
NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.
I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.
I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.
CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who shall keep such information confidential.
I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.
SIGNATURE: DATE: 11 / 04 / 2008
PRINTED NAME: Keith Gartzweiler
POSITION: Vice President, Recruiting

EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Address: Library Associates, Inc.	
Company Address: 6500 Wilshire Blvd, Suite 2240,	
City: OS 00 Wilshire ISVA, Suite 2240,	71.0
The Los Angeles CA	Zip Code: 90048
Solicitation For Temporary Services: Temporary Professional	
temporary Hotessional	& Paraprofessional Librarian Personnel

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; <u>and</u>, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; <u>and</u>, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
 - "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
 - "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

 OR

Part II: Certification of Compliance

My business <u>has</u> and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company <u>will have</u> and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true

- 1	Print Name: ,	
١		Title:
	Keith Gurtzweiler	Vice President Recruiting
	Signature:	Date:
		21 August 2008
	· ()	() RFP - APPENDIX D - Page 11
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EXHIBIT H

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely surrendered



No shame, No blame, No names

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysatela.org



Safely Surrendered

Baby Law What is the Safely Surrendered Baby Law?

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723 www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCIA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.





Los recién nacidos pueden ser entregados en forma segura al personat de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE * 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregado en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto servirla como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperario dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fise ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT I

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media includina memory devices in computers (hard drives) and removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, lines. private networks. and the physical movement removable/transportable electronic storage media. Certain transmissions. including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 <u>Permitted Uses and Disclosures of Protected Health Information.</u> Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. Business Associate:
 - (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
 - (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.
- Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple St. Suite 410 Los Angeles, CA 90012 (213) 974-2164

- 2.4 <u>Mitigation of Harmful Effect</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. **Business** Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Búsiness Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 <u>Termination for Cause</u>. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 <u>Disposition of Protected Health Information Upon Termination or Expiration</u>

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 <u>No Third Party Beneficiaries</u>. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 <u>Regulatory References</u>. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 <u>Interpretation</u>. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 <u>Amendment</u>. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT J

IRS NOTICE 1015

IRS NOTICE 1015

(Obtain latest version from IRS website) http://www.irs.gov/pub/irs-pdf/n1015.pdf



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

FOR

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

CONTRACT PROVISIONS TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

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CONTRACT BETWEEN COUNTY OF LOS ANGELES

AND

APPLEONE EMPLOYMENT SERVICES

FOR

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

This Contract and Exhibits made and entered into this day of, 200
by and between the County of Los Angeles, hereinafter referred to as County and
AppleOne Employment Services, hereinafter referred to as Contractor. AppleOne
Employment Services is located at 990 Knox Street, Torrance, CA 90502.
RECITALS
WHEREAS, the County may contract with private businesses for Temporary Professional Librarian and Paraprofessional Personnel Services when certain requirements are met; and
WHEREAS, the Contractor is a private firm specializing in providing Temporary Professional Librarian and Paraprofessional Personnel Services; and
NOW THEREFORE, in consideration of the mutual covenants contained herein
and for good and valuable consideration, the parties agree to the following:
/
/
/

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A Statement of Work
- 1.2 EXHIBIT B Pricing Schedule
- 1.3 EXHIBIT C Contractor's EEO Certification
- 1.5 EXHIBIT D County's Administration
- 1.6 EXHIBIT E Contractor's Administration
- 1.7 EXHIBIT F Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT G Jury Service Ordinance
- 1.9 EXHIBIT H Safely Surrendered Baby Law

Unique Exhibits:

Health Insurance Portability and Accountability Act (HIPAA) Agreement

- 1.10 EXHIBIT I Contractor's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.11 EXHIBIT J Internal Revenue Services Notice No. 1015

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-section 8.1 – Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract: Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A Statement of Work.
- **2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- **2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County: Los Angeles County Department of Public Library.
- 2.5 County Contract Project Director: The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.
- 2.6 County Contract Project Manager: The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 2.7 County Contract Project Monitor: The individual designated to oversee the day to day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- **2.8 County Librarian:** Director of Los Angeles County Department of Public Library.
- 2.9 Day(s): Business day(s) unless otherwise specified.
- **2.10** Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.11 Library: Los Angeles County Department of Public Library
- **2.12 Library Assistant:** An individual who performs routine paraprofessional library tasks to assist professional Librarians.
- **2.13** Paraprofessional: An individual who supports Library staff, known in the County as a Library Assistant with completion of two (2) years of college, including six (6) units of technical library course work, who under the

direction of a professional Librarian performs clerical and some designated professional tasks in the library. (One year of full-time clerical or technical experience in an organized library will be accepted for each year of college).

2.14 Professional: An individual with a Master of Library Science degree from an accredited college or university or completion of 36 graduate quarter units in a library science curriculum leading to a Master of Library Science degree.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be **three** (3) years commencing after execution by the County's Board of Supervisors (Board), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to **two (2)** additional one (1) year periods and **six (6)** month to month extensions, for a maximum total Contract term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the County Librarian or his/her designee as authorized by the Board.
- 4.3 The Contractor shall notify the County when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit D County's Administration*.

5.0 CONTRACT SUM

- 5.1 The maximum contract sum under the terms of this Contract shall be the total monetary amount payable by the County to the Contractor for provision of the Services specified herein in accordance with *Exhibit B Pricing Schedule*, and shall not exceed **six hundred thousand dollars and zero cents (\$600,000.00)** for each year of this Contract, except as set forth in Sub-section 8.1 Amendments.
- 5.2 The Contractor will be paid the proposed bill rate in approximately forty-five (45) business days in arrears, after submission of invoices. Approval of invoices submitted will be subject to auditing requirements of the County.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the County at the address herein provided in *Exhibit D County's Administration*.

5.5 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it shall immediately notify the County and shall immediately repay all such funds

to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Schedule.
- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the weekly/monthly invoices to the County in arrears for services provided with a copy of each employee's timesheet.
- 5.6.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County Department of Public Library
Contract Services Unit
7400 E. Imperial Highway, Room 206
Downey, CA 90242

5.6.6 County Approval of Invoices. All invoices submitted by the Contractor for payment must have the written approval of the

County Contract Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Sub-paragraphs is designated in *Exhibit D - County's Administration*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Project Director

The Responsibilities of the County Contract Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to the County policy, information requirements, and procedural requirements.

6.2 County Contract Project Manager

The responsibilities of the County Contract Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
 and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

6.3 County Contract Project Monitor

The County Contract Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Contract Project Monitor reports to the County Contract Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

CONTRACTOR'S ADMINISTRATION

7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in *Exhibit E Contractor's Administration*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County Contract Project Manager and County Contract Project Monitor on a regular basis.
- 7.1.3 The Contractor's Project Manager must have **three (3)** years of documented experience.
- 7.1.4 The Contractor's Project Manager shall be able to affectively communicate in the English language.

7.2 Approval of Contractor's Employees

The County has the absolute right to approve or disapprove all of the Contractor's employees performing work hereunder and any proposed changes in the Contractor's employees, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Employee Identification

All of the Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. The County bears all expense of the badging.

- 7.3.1 The Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. The Contractor's employees may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.
- 7.3.2 The Contractor shall notify the County within one business day when an employee is terminated from working under this Contract.

 The Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has

terminated employment with the Contractor.

7.3.3 If the County requests the removal of Contractor's employee, the Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Employee Criminal Records

No personnel employed by the Contractor and providing the services herein shall have a criminal conviction record or pending criminal trial for bribery, fraud, receiving stolen property, robbery, embezzlement, theft or forgery, unless such record has been disclosed and employment of the employee for this service has been approved in writing by the County.

7.5 Background and Security Investigations

- 7.5.1 All Contractor's employees performing work under this Contract shall undergo and pass, to the satisfaction of the County, a background investigation, as a condition of beginning and continuing to work under this Contract. The County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the County, regardless if the Contractor's employee passes or fails the background clearance investigation.
- 7.5.2 The County may request that the Contractor's employee be immediately removed from working on the County Contract at any time during the term of the Contract. The County will not provide to the Contractor nor to the Contractor's employees, any information obtained through the County conducted background clearance.
- 7.5.3 The County may immediately deny or terminate facility access to the Contractor's employees who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County, at the sole discretion of the County.

7.5.4 Disqualification, if any, of the Contractor's employees, pursuant to this Sub-section 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Sub-section 7.6, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Sub-section 7.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any

- injunction, or make any admission, in each case, on behalf of the County without the County's prior written approval.
- 7.6.3 The Contractor shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 The Contractor shall sign and adhere to the provisions of *Exhibit*F1 Contractor Acknowledgement and Confidentiality Agreement.
- 7.6.5 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2 Contractor Employee Acknowledgment and Confidentiality Agreement.
- 7.6.6 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit F3 Contractor Non-Employee Acknowledgment and Confidentiality Agreement.*

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the County Board of Supervisors, for the exception of which the County Librarian is expressly authorized to increase the Contract Sum set forth in Section 5.0 Contract Sum, not to exceed twenty percent (20%) of the total Contract Sum for a particular contract year based on an increase in unanticipated work in needed services. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.2 The Board or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as

- required by the Board or the CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.3 The County Librarian or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.
- 8.1.4 The County Librarian or his/her designee reserves the right to amend the Contract to reflect any changes by an increase or decrease in the number of library facilities listed in Attachment I. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Librarian or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, the County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or

divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be

provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within **thirty (30)** business days after the Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County Contract Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of followthrough shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County Contract Project Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from the Contractor for all such costs and expenses incurred by the County in doing so. The Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of the County without the County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.6.2

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by

this Contract. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

- 1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours

- if: (1) the lesser number is a recognized industry standard as determined by the County, or (2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.
- 4. The Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its

sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF / OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during

the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, the County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts

the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision,

and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a

debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of the County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program

(County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, the County may make any necessary repairs. All costs incurred by the County, as

determined by the County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- The Contractor warrants that it fully complies with all Federal and 8.17.1 State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder. all verification and other documentation employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-section 8.1 - Amendments, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a Subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such Subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially

reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Sub-section

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.24.1 Evidence of Insurance

Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Los Angeles County Department of Public Library Contract Services Unit 7400 E. Imperial Highway, Room 206 Downey, CA 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

employees as insureds for all activities arising from this Contract; and

Lidentify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage

Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Nonemployee Injury Report" to the County Contract Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors

The Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of Subcontractors, or
- The Contractor providing evidence submitted by the Subcontractors evidencing that the Subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of the Subcontractor insurance coverage at any time.

8.25 **INSURANCE COVERAGE REQUIREMENTS**

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:

\$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury:

\$1 million

Each Occurrence:

\$1 million

- 8.25.2 Automobile Liability insurance written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- 8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide Workers' Compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:

\$1 million

Disease - policy limit:

\$1 million

Disease - each employee:

\$1 million

8.25.4 Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$1 million aggregated. The coverage also shall provide an extended two year reporting period commencing upon termination or cancellation of this Agreement.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the County Librarian or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the County Librarian or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly

payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the County Librarian or his/her designee, in a written notice describing the reasons for said action.

If the County Librarian or his/her designee, determines that there 8.26.2 are deficiencies in the performance of this Contract that the County Librarian or his/her designee, deems are correctable by the Contractor over a certain time span, the County Librarian or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the County Librarian or his/her designee, may: (1) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (2) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such specified in Attachment A, Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS), hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (3) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed

as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

- termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall,

at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Contract Project Manager and/or County Contract Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Project Manager or the County Contract Project Director is not able to resolve the dispute, the County Librarian or designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Exhibit J - Internal Revenue Service Notice No. 1015.*

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is provided in *Exhibit H - Safely Surrender Baby Law* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - County's Administration* and *E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the other party. The County Librarian or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-section 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in

the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
 - The Contractor shall develop all publicity material in a professional manner; and
 - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County Contract Project Director. The County shall not unreasonably withhold written consent.
- 8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the Los Angeles County, provided

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material

breach of this Contract upon which the County may terminate or suspend this Contract. Refer to *Attachment A, Technical Exhibits, Exhibit 2 – Performance Requirements Summary (PRS)* for noncompliance.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: (1) repaid by the Contractor to the County by cash payment upon demand or (2) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds, appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Boards' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
 - A description of the work to be performed by the Subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to: the County Contract Project Manager at the address identified in *Exhibit E County Administration*, before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-section 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-section 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
 - Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-section 8.38 Record Retention and Inspection/Audit settlement.

8.43 TERMINATION FOR DEFAULT

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Project Director:
 - The Contractor has materially breached this Contract; or
 - The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-section 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-section 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-section 8.42 Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Sub-section 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance

pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, and the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
 - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for the Contractor;
 or
 - The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Sub-section 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-section 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in *Exhibit I* in order to provide those services. The County and the Contractor therefore agree to the terms of *Exhibit I* - Contractor's Obligations As a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

9.2 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

- 9.2.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

- 9.2.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.2.4 If the Contractor has obtained the County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in Sub-division 1, be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
 - Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Nonresponsibility and Contractor Debarment).

The above penalties shall also apply if the Contractor is no longer eligible for certification as a result in a change of their status and the Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

9.3 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.3.4 If the Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
 - 1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 2. In addition to the amount described in Sub-division 1, be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

/ /

IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

	xecuted on its behalf by the Chair of said Board an Clerk of the Board of Supervisors thereof, the day an
year first above written.	olerk of the board of Supervisors thereof, the day an
	CONTRACTOR: AppleOne Employment Services
	ByRichard Wilke, Vice President
	COUNTY OF LOS ANGELES
	By Chairman, Board of Supervisors
ATTEST:	
SACHI HAMAI Executive Officer-Clerk of the Board of Supervisors	
Ву	
APPROVED AS TO FORM:	
Robert E. Kalunian Acting County Counsel	
By <u>Jury Scaude</u> David Beaudet Senior Deputy County Counsel	

CONTRACT EXHIBITS TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

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EXHIBIT A

STATEMENT OF WORK

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES

STATEMENT OF WORK (SOW) TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL **PERSONNEL SERVICES**

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

This Contract will cover 85 County of Los Angeles Regional and Community Public Library facilities, four (4) bookmobiles, one (1) institutional library, and headquarters facility listed in Attachment I. The County of Los Angeles Public Library system covers 3,042.864 square miles in Los Angeles County. The Contractor will provide to the County, experienced Temporary Professional (Librarian) and Paraprofessional (Library Assistants) Library personnel on an as needed basis, for any temporary situations to perform the duties delineated herein to include, but not be limited to: cataloging materials such as English and Non-English language books, microforms, serials, audio cassettes, compact discs, video cassettes, video disc, selected government publications, periodicals and software; providing direct reference, information and readers advisory service to persons.

Temporary Personnel services may be utilized for any single peak load, emergency or temporary absence which requires temporary services not to exceed a maximum of 90 business days or 720 hours. The County reserves the right to contract with other entities for the same or similar services.

The County does not guarantee a minimum usage, however, the County shall make a good faith effort to procure as needed services hereunder each year the contract is in effect, contingent upon the Library's adopted budget and needs.

2.0 ADDITION/DELETION OF SERVICES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 The County reserves the right to amend the Contract to reflect any changes by an increase or decrease of additional services, specific tasks and/or work hours serviced based on organization and/or operational requirements. Due to budget considerations, the days and hours open may vary throughout the Contract Term. The County will notify the Contractor of any such variations, in writing, at least ten (10) business days prior to the effective date of the modification. The County will determine the need for modification referenced herein. The County Librarian or his/her designee

has authority to sign the amendment for the County. All standard terms and conditions in the current Contract shall extend to any additional services added in the amendment.

2.2 All changes must be made in accordance with Sub-section 8.1 – Amendments of the Contract.

3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Director for review. The plan shall include, but may not be limited to the following:

- a. Activities to be monitored to ensure compliance with all Contract requirements;
- b. Methods of monitoring to ensure that the Contract requirements are being met;
- c. Frequency of monitoring;
- d. Samples of forms to be used in monitoring;
- e. Title/level and qualifications of personnel performing monitoring functions; and
- f. Documentation methods of all monitoring results, including any corrective action taken.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.15 - County's Quality Assurance Plan.

4.1 Meetings

The Contractor is required to attend any scheduled meetings (as needed). Advance notification will be done at least one (1) business day. However, depending on the importance of the issue, a meeting may be scheduled during the same business day. Failure to attend may cause an assessment of fifty dollars (\$50.00).

4.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the

Contractor's Project Manager by the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Refer to *Appendix C – Technical Exhibit, Exhibit 1 – Contract Discrepancy Report*. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) business days.

4.3 County Observations

In addition to departmental contracting employees, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 **DEFINITIONS**

- 5.1 Contract: Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of Exhibit A Statement of Work.
- **5.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- **5.3 Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- **5.4 County:** Los Angeles County Department of Public Library.
- 5.5 County Contract Project Director: The individual designated by the County with authority for the County on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Project Manager.

- **County Contract Project Manager:** The individual designated by the County Contract Project Director to manage the operations under this Contract.
- 5.7 County Contract Project Monitor: The individual designated to oversee the day-to-day activities of this Contract. They are responsible for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- **5.8 County Librarian:** Director of Los Angeles County Department of Public Library.
- **5.9** Day(s): Business day(s) unless otherwise specified.
- **5.10** Fiscal Year: The twelve (12) month period beginning July 1st and ending the following June 30th.
- 5.11 Library: Los Angeles County Department of Public Library.
- **5.12 Library Assistant:** An individual who performs routine paraprofessional library tasks to assist professional Librarians.
- 5.13 Paraprofessional: An individual who supports Library staff, known in the County as a Library Assistant with completion of two (2) years of college, including six (6) units of technical library course work, who under the direction of a professional Librarian performs clerical and some designated professional tasks in the library. (One year of full-time clerical or technical experience in an organized library will be accepted for each year of college).
- 5.14 Professional: An individual with a Master of Library Science degree from an accredited college or university or completion of 36 graduate quarter units in a library science curriculum leading to a Master of Library Science degree.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to the Contract, Section

- 6.0 Administration of Contract County. Specific duties will include:
- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Section
 8.0 Standard Terms and Conditions, Sub-section 8.1 Amendments.

CONTRACTOR

6.2 Contractor's Project Manager

- 6.2.1 The Contractor shall provide a full-time Contractor's Project Manager or designated alternate. The County must have access to the Contractor's Project Manager or designated alternate, Monday through Friday, 8:00 a.m. – 5:00 p.m. Pacific Standard Time (PST), excluding holidays.
- 6.2.2 The Contractor shall provide a telephone number where the Contractor's Project Manager or designated alternate may be reached after normal business hours in case of emergencies.
- 6.2.3 The Contractor's Project Manager or designated alternate shall act as central point of contact with the County.
- 6.2.4 The Contractor's Project Manager or designated alternate shall have three (3) years of documented experience.
- 6.2.5 The Contractor's Project Manager or designated alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract.
- 6.2.6 The Contractor's Project Manager or designated alternate shall provide qualified employees on an as needed basis to any of the locations within the County of Los Angeles Public Library System listed in Attachment I.
- 6.2.7 The Contractor's Project Manager or designated alternate is responsible for ensuring that every temporary employee assigned under this contract shall read, understand, sign and date Exhibit F2 Contractor Employee Acknowledgment and Confidentiality Agreement form as described in Section 7.0 Administration of Contract Contractor, Sub-section 7.6.4. of the Contract. The Contractor shall provide the form to their employees. After the form

is signed by the employee, the contractor is to make a copy of the form for the Contractor's file, and mail the original form to the County Contract Project Monitor.

6.3 Personnel

- 6.3.1 The Contractor shall provide employees that have the reference credentials to perform their work.
- 6.3.2 The Contractor shall be required to background investigate their employees as set forth in Sub-section 7.5 Background and Security Investigation, of the Contract.
- 6.3.3 All employees provided by the Contractor must be able to read, speak, and understand English.
- 6.3.4 All employees provided by the Contractor shall present a neat and clean appearance.
- 6.3.5 All employees provided by the Contractor must be courteous and have the ability to handle irrational and difficult patrons in a professional manner.
- 6.3.6 The County may at any time give the Contractor written notices to the effect that the conduct or action of a designated employee of the Contractor is, in the reasonable belief of the County, detrimental to the interest of the public patronizing the premises. The Contractor shall meet with representatives of the County to consider the appropriate course of action with respect to such matter and the Contractor shall take reasonable measures under the circumstances to assure the County that the conduct and activities of the Contractor's employee shall not be detrimental to the interest of the public patronizing the premises.
- 6.3.7 The Contractor's employees shall be closely monitored to detect operational irregularities and noncompliance with contractual requirements. It is the Contractor's executive, management and supervisory employee's responsibility to see that the organization oversees the activities, and does not delay, ignore, or otherwise limit contractual obligations to a task, site, or operational request from the County.

6.4 Identification Badges

The Contractor shall ensure that their employees are appropriately identified as set forth in Sub-section 7.3 – Contractor's Employee Identification, of the Contract. Such badge shall be displayed on contracted employee's person at all times he/she is on County designated property.

6.5 Training

The Contractor is responsible for providing training and supervising the employee assigned to perform services under this Contract.

6.6 Salaries

The Contractor will be solely responsible for providing to its employees all legally required employee benefits and the County shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the Contractor.

6.7 Background Check

The County requires every employee to pass a criminal background check, as condition of employment. The background check results should be completed before the individual is placed into the assignment.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the Company's name where the Contractor conducts business.

6.8.1 Business Hours

The Contractor's office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract.

6.8.2 After-Hours

When the Contractor's office is closed, an answering service shall be provided to receive calls. The Contractor shall respond to calls received within one (1) business day.

7.0 HOURS/DAYS OF WORK

Contract employees may be assigned varying shifts based on work location(s)

between the hours of 7:00 a.m. to 9:00 p.m. Pacific Standard Time (PST), Monday through Saturday, and possibly some Sundays, not to exceed 40 hours per week. No overtime will be accumulated or paid.

8.0 USE OF COUNTY SEAL OR LETTERHEAD

The Contractor or its employees shall not use or display the official seal, letterhead or name of the County of Los Angeles or County of Los Angeles Public Library on any of its letterheads or communications with any agency or for any other cause.

9.0 TEMPORARY PERSONNEL REQUEST

- 9.1 The Contractor will be required to provide resumes for potential temporary employees for review by the County within twenty-four (24) hours after receipt of the County's request. If the Contractor is unable to provide resumes for review within twenty-four (24) hours, the County reserves the right to cancel the request and purchase the services from other sources.
- 9.2 Upon receipt of the request from the County for a Temporary Professional Librarian, the Contractor shall provide for each candidate, his/her resume and a copy of each candidate's Master of Library and Information Science (MLIS) degree or proof of completion of required semester units for review by the County, as set forth in Section 11.0 Minimum Requirements, Subsection 11.1 Professional (Librarian).
- 9.3 Upon receipt of the request from the County for a Temporary Paraprofessional Library Assistant, the Contractor shall provide for each candidate, his/her resume and proof of completion of college requirements or experience of technical library course work for review by the County, as set forth in Section 11.0 Minimum Requirements, Sub-section 11.2 Paraprofessional (Library Assistant).

10.0 CONTRACTOR EMPLOYEE ACCEPTABILITY

- 10.1 The Contractor shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this Contract when requested to do so by the County Contract Project Manager.
- 10.2 All employees assigned by the Contractor to perform these services shall

at all times be employees of the Contractor and the Contractor shall have the sole right to hire, suspend, discipline, or discharge them. However, any employee of the Contractor who, in the opinion of the County is unsatisfactory shall immediately be removed from servicing the Contract. The Contractor shall not subcontract with any employee for performance if services hereunder unless the provisions in Section 8.40 - Subcontracting of the Contract are met.

11.0 MINIMUM REQUIREMENTS

- 11.1 Professional (Librarian) must have a Master of Library Science degree from an accredited college or university - OR - completion of 36 graduate quarter units in a library science curriculum leading to a Master of Library Science degree.
- 11.2 Paraprofessional (Library Assistant) must have completed two (2) years of college, including six (6) units of technical library course work. (One year of full-time clerical or technical experience in an organized library will be accepted for each year of college).

12.0 ASSIGNMENT OF UNQUALIFIED EMPLOYEE

In the event the Contractor's employees are unable to perform the duties specified in Section 14.0 - Job Descriptions, the Contractor shall immediately, within twenty-four (24) hours, replace the unqualified employee with a qualified employee. The Contractor shall not charge the County for the services of any unqualified employee replaced.

13.0 SPECIFIC WORK REQUIREMENTS

- 13.1 The Contractor shall provide qualified and dependable employees who will perform, under County supervision, services required to cover specified task(s), sites and work shifts.
- 13.2 The Contractor shall provide efficient and experienced Professional Librarians and Paraprofessionals on an as needed basis to any of the locations listed in Attachment I. The Professional Librarians and Paraprofessionals must meet the minimum requirements as stated in Section 11.0 Minimum Requirements.
- 13.3 The Contractor shall be responsible for providing all legally required

employee benefits to employees provided to the County on behalf of the Contractor including, without limitation, direct and indirect payment of salaries, wages, compensation or other benefits.

13.4 The Contractor has the responsibility of his employee's transportation to and from the work site(s). The County will not reimburse Contract employees for travel time, in time or money.

14.0 JOB DESCRIPTION

Listed below are the job descriptions of the Professional Librarian and Paraprofessional Library Assistant duties that the County may require of the employee provided through the contract, but may not be limited to the following:

14.1 Professional (Librarian) <u>Example of Public Service Duties:</u>

- a. Provides direct reference, information and reader's advisory services to Library patrons of all ages and all ethnic backgrounds.
- b. Assists patrons in locating books and reference materials.
- c. Utilizes adult, children's, and audio-visual materials, including books, pamphlets, maps, microforms, recordings, periodicals, online databases, and the Internet. In addition, utilizes federal, state, County, and local government collections.
- d. Enforces Library policies and procedures. Maintains order within library. Provides appropriate discipline for juveniles. Handles complaints referred by part-time employees.
- e. Assists in providing programs and services for patrons of all ages and covering all interest.
- f. Cooperates with schools and other community groups by giving book talks, presenting instruction in library use either in the library or in other settings, prepares bibliographies and special exhibits and contributes articles for community newspapers.
- g. Maintains library records and prepares required library reports as assigned.
- h. Ensures or monitors that library's interior and exterior of buildings and grounds are maintained in a clean, safe, and orderly fashion.
- i. Supervises part-time employees.

- j. Handles interlibrary referrals and request(s).
- k. Must be able to retrieve and place materials on shelves at a maximum of six (6) feet above the floor and on floor level shelves in order to weed shelves and locate collection materials.
- I. Uses the Library's Integrated Library System (ILS) computer terminals and other computer equipment above waist level requiring use of a computer wand, inputting data into a computer terminal, and uses telephone equipment.
- m. Extensive public and telephone contact requiring verbal and hearing communication skills. Employees must exhibit a positive and friendly service approach when dealing with customers.
- n. Travels to assigned locations throughout Los Angeles County to attend meetings, training sessions, and conduct specific assignments.
- o. Operates audio-visual equipment, photocopy machines, microfilm/microfiche reader printers and other equipment.
- p. Operates and is experienced with standard computer equipment, software, and online services, including reference software, online databases, and the Internet.

Example of Technical Services Duties:

- a. Classifies and catalogs all library materials and formats in English and non-English languages such as; books, microforms, serials, audio cassettes, compact discs, video cassettes, DVDs, selected government publications, periodicals and electronic resources.
- b. Supervises Library Assistants in searching for bibliographic data, and in the performance of authority control, quality control and bibliographic maintenance duties such as copy cataloging and verification of name/subject headings, etc.
- c. Trains Library Assistants in the technical details of copy cataloging.
- d. Monitors vendor compliance of cataloging specifications.
- e. Answers and resolves bibliographic questions from Technical and Public Services staff.
- f. Keeps abreast with current trends and new technologies in the

library filed.

g. Keeps Technical and Public Services staff informed of new and revised cataloging rules and practices.

14.2 Paraprofessional (Library Assistant) <u>Example of Public Service Duties:</u>

- Enforces library rules and policies.
- Answers simple reference questions; refers more difficult questions to professional staff.
- c. Assists patrons in locating books and other library materials. May process requests for books and other library materials from other libraries.
- d. Ensures that the library's interior and exterior of building and grounds are maintained in a safe, clean and orderly fashion.
- e. Assists in maintaining library records and preparing reports regarding circulation, registration, material inventory, and collection of fines and fees.
- f. May schedule and supervise the work of others, primarily library aides or pages.
- g. Manages a circulation operation such as: register new library borrowers, perform data inputting into an automated circulation system using ILS computer terminals several hours at a time.
- h. ILS computer terminal are located above waist level. This requires handling of books using a computer wand, and inputting data into a computer terminal.
- i. Pushes carts loaded with books which may weigh up to 80 pounds and reaches overhead to perform shelving of books.
- j. Packs, unpacks, and transports shipment boxes, from one location to another weighing up to 20 pounds.
- k. Extensive public and telephone contact requiring verbal communication skills. Employee must exhibit a positive and friendly service approach when dealing with customers.
- I. Must be able to retrieve and place materials on shelves at maximum of six (6) feet above the floor and on floor level

shelves in order to weed shelves and locate collection materials.

m. Must be able to travel to specified locations throughout Los Angeles County to attend meetings, training sessions, and conduct specific assignments.

Example of Technical Services Duties:

- Searches for bibliographic data in electronic database, performs
 copy cataloging and verifies name and subject headings.
- b. Performs routine database maintenance as referred by professional catalogers.
- c. Transliterates and translates title pages information from other languages for cataloging purposes.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) is a listing of services that are intended to be completely consistent with the Contract and the Statement of Work (SOW) and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract and the SOW. Refer to Appendix C - Technical Exhibits, Exhibit 2 - Performance Requirements Summary (PRS). In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract or the SOW will prevail. If any service seems to be created in this PRS, which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on the Contractor. When the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require the Contractor to implement a formal corrective action plan, subject
 to approval by the County. In the plan, the Contractor must include reasons
 for the unacceptable performance, specific steps to return performance to
 an acceptable level, and monitoring methods to prevent recurrence.
- Reduce payment to the Contractor by a computed amount based on the penalty fee(s) in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

This section does not preclude the County's right to terminate the contract upon written notice, ten (10) business days with or without cause, as provided for in the Contract, Section 8.0 - Standard Terms and Conditions, Sub-section 8.42 - Termination for Convenience.

EXHIBIT A

ATTACHMENTS

ATTACHMENT I - LIST OF LIBRARIES - SERVICE LOCATIONS AND HOURS

	Library Information	Library Hour	<u>'S</u>
1	A C Bilbrew Library 150 East El Segundo Blvd. Los Angeles, CA 90061	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
2	Agoura Hills Library 29901 Ladyface Court Agoura Hills, CA 91301	Tuesday Wednesday Thursday Friday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 11:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
3	Alondra Library 11949 Alondra Court Norwalk, CA 90650	Wednesday Thursday Friday	CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. CLOSED 12:00 P.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
4	Angelo M. lacoboni Library 4990 Clark Avenue Lakewood, CA 90712	Tuesday Wednesday Thursday Friday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
5	Anthony Quinn Library 3965 Cesar E. Chavez Avenue Los Angeles, CA 90063	Tuesday 1 Wednesday 1 Thursday 1 Friday 1	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hours	<u>3</u>
6	Artesia Library 18722 South Clarkdale Avenue Artesia, CA 90701	Wednesday 12 Thursday 12 Friday 12	CLOSED 2:00 P.M 8:00 P.M. 2:00 P.M 6:00 P.M. 2:00 P.M 6:00 P.M. 2:00 P.M 5:00 P.M. 2:00 P.M 5:00 P.M. CLOSED
7	Avalon Library 215 Summer Avenue Avalon, CA 90704	Wednesday Thursday Friday 1	CLOSED 1:00 P.M 7:00 P.M. 1:00 P.M 7:00 P.M. 1:00 P.M 7:00 P.M. 1:00 A.M 5:00 P.M. 1:00 A.M 5:00 P.M. CLOSED
8	Baldwin Park Library 4181 Baldwin Park Boulevard Baldwin Park, CA 91706	Wednesday Thursday Friday 10	CLOSED 2:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 0:00 A.M 5:00 P.M. 0:00 A.M 5:00 P.M. CLOSED
9	Bell Gardens Library 7110 South Garfield Avenue Bell Gardens, CA 90201	Wednesday 10 Thursday 10 Friday 10	CLOSED 0:00 A.M 7:00 P.M. 0:00 A.M 7:00 P.M. 0:00 A.M 7:00 P.M. 0:00 A.M 6:00 P.M. 0:00 A.M 5:00 P.M. CLOSED
10	Bell Library 4411 East Gage Avenue Bell, CA 90201	Tuesday 12 Wednesday 11 Thursday 11	2:00 P.M 8:00 P.M. 2:00 P.M 8:00 P.M. 1:00 A.M 6:00 P.M. 1:00 A.M 5:00 P.M. 1:00 A.M 5:00 P.M. CLOSED CLOSED

	Library Information	Library Hou	<u>ırs</u>
11	Canyon Country Library 18601 Soledad Canyon Road Santa Clarita, CA 91351	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
12	Carson Library 151 East Carson Street Carson, CA 90745	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
13	Charter Oak Library 20540 "K" Arrow Highway Covina, CA 91724	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
14	Chet Holifield Library 1060 South Greenwood Avenue Montebello, CA 90640	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. CLOSED CLOSED CLOSED
15	City Terrace Library 4025 East City Terrace Drive Los Angeles, CA 90063	Thursday Friday	11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

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16	Claremont Library 208 North Harvard Avenue Claremont, CA 91711	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
17	Clifton M. Brakensiek Library 9945 East Flower Street Bellflower, CA 90706	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 1:00 P.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
18	Compton Library 240 West Compton Boulevard Compton, CA 90220	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
19	Cudahy Library 5218 Santa Ana Street Cudahy, CA 90201	Wednesday Thursday Friday	CLOSED 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
20	Culver City Julian Dixon Library 4975 Overland Avenue Culver City, CA 90230	Tuesday Wednesday Thursday Friday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

<u>Libra</u>	ary Information	Library Hou	urs
21	Diamond Bar Library 1061 South Grand Avenue Diamond Bar, CA 91765	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 9:00 P.M. 12:00 P.M 9:00 P.M. 12:00 P.M 9:00 P.M. 12:00 P.M 9:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
22	Duarte Library 1301 Buena Vista Street Duarte, CA 91010	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
23	East Los Angeles Library 4837 East 3 rd Street Los Angeles, CA 90022	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 9:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
24	East Rancho Dominguez Library 4205 East Compton Boulevard East Rancho Dominguez, CA 90221	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
25	El Camino Real Library 4264 East Whittier Los Angeles, CA 90023	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hou	<u>rs</u>
26	El Monte Library 3224 Tyler Avenue El Monte, CA 91731	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 9:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
27	Florence Library 1610 Florence Avenue Los Angeles, CA 90001	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
28	Gardena Mayme Dear Library 1731 West Gardena Boulevard Gardena, CA 90247	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. CLOSED CLOSED
29	George Nye, Jr. Library 6600 Del Amo Boulevard Lakewood, CA 90713	Wednesday Thursday Friday	CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
30	Graham Library 1900 East Firestone Boulevard Los Angeles, CA 90001	Tuesday Wednesday Thursday Friday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Ho	<u>urs</u>
31	Hacienda Heights Library 16010 La Monde Street Hacienda Heights, CA 91745	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	9:00 A.M 9:00 P.M. 9:00 A.M 9:00 P.M. 9:00 A.M 9:00 P.M. 9:00 A.M 9:00 P.M. 9:00 A.M 6:00 P.M. 9:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
32	Hawaiian Gardens Library 12100 East Carson Street, #E Hawaiian Gardens, CA 90716	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
33	Hawthorne Library 12700 Grevillea Avenue Hawthorne, CA 90250	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
34	Hermosa Beach Library 550 Pier Avenue Hermosa Beach, CA 90254	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 11:00 A.M 7:00 P.M. 12:00 P.M 7:00 P.M. 12:00 P.M 7:00 P.M. 12:00 P.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
35	Hollydale Library 12000 South Garfield Avenue South Gate, CA 90280	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED. 12:00 P.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED

	Library Information	<u>Library Ηοι</u>	<u>ırs</u>
36	Huntington Park Library 6518 Miles Avenue Huntington Park, CA 90255	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. CLOSED 10:00 A.M 5:00 P.M. CLOSED
37	La Cañada Flintridge Library 4545 North Oakwood La Cañada Flintridge, CA 91011	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
38	La Crescenta Library 4521 La Crescenta Avenue La Crescenta, CA 90638	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
39	La Mirada Library 13800 La Mirada Boulevard La Mirada, CA 91745	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 12:00 P.M 5:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
40	La Puente Library 15920 East Central Avenue La Puente, CA 91744	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	Library Information	<u>Library Hours</u>
41	La Verne Library 3640 D. Street La Verne, CA 91750	Monday12:00 P.M 8:00 P.M.Tuesday12:00 P.M 8:00 P.M.Wednesday12:00 P.M 8:00 P.M.Thursday12:00 P.M 8:00 P.M.Friday10:00 A.M 5:00 P.M.Saturday10:00 A.M 5:00 P.M.SundayCLOSED
42	Lake Los Angeles Library 16921 East Avenue O, #A Palmdale, CA 93591	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T1:00 A.M 7:00 P.M. 11:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
43	Lancaster Library 601 W. Lancaster Boulevard Lancaster, CA 93534	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
44	Lawndale Library 14651 Burin Avenue Lawndale, CA 90260	Monday Tuesday Wednesday Thursday Friday Saturday Sunday CLOSED 1:00 P.M 8:00 P.M. 1:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
45	Leland R. Weaver Library 4035 Tweedy Boulevard South Gate, CA 90280	MondayCLOSEDTuesday10:00 A.M 8:00 P.M.Wednesday10:00 A.M 8:00 P.M.Thursday10:00 A.M 6:00 P.M.Friday10:00 A.M 5:00 P.M.Saturday12:00 P.M 5:00 P.M.SundayCLOSED

	Library Information	Library Hou	<u>rs</u>
46	Lennox Library 4359 Lennox Boulevard Lennox, CA 90304	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. CLOSED
47	Littlerock Library 35119 80 th Street East Littlerock, CA 93543	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
48	Live Oak Library 4153-55 East Live Oak Avenue Arcadia, CA 91006	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
49	Lloyd Taber-Marina Del Rey Library 4533 Admiralty Way Marina del Rey, CA 90292	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 12:00 P.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
50	Lomita Library 24200 Narbonne Avenue Lomita, CA 90717	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hou	<u>rs</u>
51	Los Nietos Library 11644 East Slauson Avenue Whittier, CA 90606	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 7:00 P.M. 12:00 P.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
52	Lynwood Library 11320 Bullis Road Lynwood, CA 90262	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
53	Malibu Library 23519 West Civic Center Way Malibu, CA 90265	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
54	Manhattan Beach Library 1320 Highland Avenue Manhattan Beach, CA 90266	Thursday Friday	10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
55	Masao W. Satow Library 14433 South Crenshaw Boulevard Gardena, CA 90249	Friday	1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	<u>Library Information</u>	Library Hours
56	Maywood Cesar Chavez Library 4323 East Slauson Avenue Maywood, CA 90270	Monday Tuesday 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. Saturday Sunday CLOSED
57	Montebello Library 1550 West Beverly Boulevard Montebello, CA 90640	Monday Tuesday Wednesday Thursday Friday Saturday Sunday 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
58	Newhall Library 22704 West Ninth Street Santa Clarita, CA 91321	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T0:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
59	Norwalk Library 12350 Imperial Highway Norwalk, CA 90650	Monday Tuesday Wednesday Thursday Friday Saturday Sunday T10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
60	Norwood Library 4550 North Peck Road El Monte, CA 91732	Monday 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. Wednesday 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. Priday 9:00 A.M 5:00 P.M. Saturday 10:00 A.M 5:00 P.M. Sunday CLOSED

	Library Information	Library Hou	<u>rs</u>
61	Paramount Library 16254 Colorado Avenue Paramount, CA 90723	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 1:00 P.M 5:00 P.M. CLOSED
62	Pico Rivera Library 9001 Mines Avenue Pico Rivera, CA 90660	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. CLOSED 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
63	Quartz Hill Library 42018 North 50 th Street West Quartz Hills, CA 93536	Tuesday Wednesday Thursday Friday	10:00 A.M 5:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
64	Rivera Library 7828 South Serapis Avenue Pico Rivera, CA 90660	•	12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 1:00 P.M 6:00 P.M. 1:00 P.M 6:00 P.M. 1:00 P.M 5:00 P.M. CLOSED
65	Rosemead Library 8800 Valley Boulevard Rosemead, CA 91770	Wednesday Thursday Friday	CLOSED 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 12:00 P.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hou	<u>ırs</u>
66	Rowland Heights Library 1850 Nogales Street Rowland Heights, CA 91748	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	9:00 A.M 9:00 P.M. 9:00 A.M 9:00 P.M. 9:00 A.M 9:00 P.M. 9:00 A.M 9:00 P.M. 9:00 A.M 6:00 P.M. 9:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
67	San Dimas Library 145 North Walnut Avenue San Dimas, CA 91773	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
68	San Fernando Library 217 North Maclay Avenue Quartz Hills, CA 91340	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 A.M 8:00 P.M. 12:00 A.M 8:00 P.M. 12:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
69	San Gabriel Library 500 South Del Mar Avenue San Gabriel, CA 91776	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 10:00 P.M 5:00 P.M. CLOSED
70	Sorensen Library 11405 East Rose Hedge Drive Whittier, CA 90606	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hou	<u>ırs</u>
71	South El Monte Library 1430 North Central Avenue South El Monte, CA 91733	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
72	South Whittier Library 14433 Leffingwell Road Whittier, CA 90604	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 8:00 P.M. 11:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
73	Sunkist Library 840 North Puente Avenue La Puente, CA 91746	Thursday Friday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
74	Temple City Library 5939 Golden West Avenue Temple City, CA 91780	Tuesday Wednesday Thursday Friday	10:00 A.M 6:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 12:00 P.M 8:00 P.M. 12:00 P.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
75	Valencia Library 23743 West Valencia Boulevard Santa Clarita, CA 91355	Tuesday Wednesday Thursday Friday	10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 9:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.

	Library Information	Library Ho	<u>urs</u>
76	Dr. Martin Luther King Jr. Library 17906 South Avalon Boulevard Carson, CA 90746	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 11:00 A.M 8:00 P.M. 11:00 A.M 8:00 P.M. 12:00 A.M 5:00 P.M. 12:00 A.M 5:00 P.M. CLOSED CLOSED
77	View Park Library 3854 West 54 th Street Los Angeles, CA 90043	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 11:00 A.M 7:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
78	Walnut Library 21155 La Puente Road Walnut, CA 91789	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
79	West Covina Library 1601 West Covina Parkway West Covina, CA 91790	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
80	West Hollywood Library 715 North San Vicente Boulevard West Hollywood, CA 90069	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

	Library Information	Library Hou	<u>rs</u>
81	Westlake Village Library 31220 West Oak Crest Drive Westlake Village, CA 91361	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 1:00 P.M 5:00 P.M.
82	Willowbrook Library 11838 Wilmington Avenue Los Angeles, CA 90059	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	10:00 A.M 6:00 P.M. 12:00 P.M 8:00 P.M. 10:00 A.M 6:00 P.M. 10:00 A.M 6:00 P.M. 11:00 A.M 5:00 P.M. 11:00 A.M 5:00 P.M. CLOSED
83	Wiseburn Library 5335 West 135 th Street Hawthorne, CA 90250	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	CLOSED 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 1:00 P.M 8:00 P.M. 10:00 A.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
84	Woodcrest Library 1340 West 106 th Street Los Angeles, CA 90044	Tuesday Wednesday Thursday Friday	10:00 A.M 6:00 P.M. 10:00 A.M 5:00 P.M. CLOSED
85	Castaic Library 27971 Sloan Canyon Rd., Castaic, CA 91384	Tuesday Wednesday Thursday Friday	10:00 A.M 8:00 P.M. 10:00 A.M 8:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 6:00 P.M. 12:00 P.M 5:00 P.M. 10:00 A.M 5:00 P.M. CLOSED

LIST OF LIBRARIES – SERVICE LOCATIONS AND HOURS Other Facilities - (6)

<u>Library Information</u>

- Juvenile Hall (Institutional Library)
 1605 Eastlake Avenue
 Los Angeles, CA 90033
- 2. County of Los Angeles Public Library Headquarters 7400 East Imperial Hwy Downey, CA 90242

BOOKMOBILES

- 3. Antelope Valley Bookmobile 601 West Lancaster Boulevard Lancaster, CA 93534
- 4. Las Virgenes Bookmobile 23519 West Civic Center Way Malibu, CA 90265
- 5. Santa Clarita Bookmobile 22704 West Ninth Street Santa Clarita, CA 91321
- 6. Urban Outreach Bookmobile 1601 West Covina Parkway West Covina, CA 91790

EXHIBIT A TECHNICAL EXHIBITS

- 1 CONTRACT DISCREPANCY REPORT (SAMPLE)
- 2 PERFORMANCE REQUIREMENTS SUMMARY (PRS)



7400 E. IMPERIAL HWY. DOWNEY, CA 90242 Phone: 562-940-8485 Fax: 562-803-0016

COUNTY OF LOS ANGELES PUBLIC LIBRARY HEADQUARTERS

Contract Discrepancy Report



To:		P	rom:	CONTRACT SERVICE	S
Fax:		P	ages:		
Phone:	·	D	ate:		
Re:		C	C:		
☐ Urgent	☐ For Review	☐ Please Comm	ent	oxdot Please Reply	☐ Please Recycle
CONTRAC	TOR RESPONS	SE: Cause and (Corr	ective Action	
Signature	of Contractor Po	procentative		Doto	
Signature o	of Contractor Re	presentative		Date	

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

TEMPORARY PROFESSIONAL LIBRARIAN AND PARAPROFESSIONAL PERSONNEL SERVICES PERFORMANCE REQUIREMENTS SUMMARY (PRS) **COUNTY OF LOS ANGELES PUBLIC LIBRARY**

Sections found in: Contract = Appendix A - Sample Contract

SOW = Appendix B - Statement of Work

SECTION	SPECIFIC PERFORMANCE REFERENCE/ REQUIRED SERVICE	STANDARD OF PERFORMANCE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Section 7.0	Administration of Contract – Contractor	Contractor shall notify the County in writing of any changes in name or address of the Contract Project Manager.	Documentation and review of files.	\$100 per day when documentation is not provided
Contract: Section 7.6	Confidentiality	Contractor adherence to the Section 7.6	Documentation and review of files.	\$100 per employee per occurrence
Contract: Section 8.24	General Insurance Requirements	Adherence to Section 8.24	Receipt of Documentation	\$100 per day when documentation is not provided; Contract termination
Contract: Section 8.25	Insurance Coverage Requirements	Adherence to Section 8.25	Receipt of Documentation	\$100 per day when documentation is not provided; Contract termination
Contract: Section 8.38	Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents/records.	Documentation and review of files.	\$100 per occurrence
Statement of Work: Section 11.0	Minimum Requirements	Adherence to the Minimum Requirements.	Receipt and review of documentation	\$200 per employee
Statement of Work: Section 12.0	Assignment of Unqualified Employee	Contractor shall replace personnel within 24 hours	Observation of personnel work product; User complaint	No payment for employee who fails to meet County requirements.

Note: This chart covers deduction/fees for contract non-compliance. Sections of the contract may contain deductions for the specific violations not addressed here.

EXHIBIT B

PRICING SCHEDULE

REQUIRED FORMS - EXHIBIT 11 PRICING SCHEDULE

TEMPORARY PROFESSIONAL AND PARAPROFESSIONAL LIBRARIAN PERSONNEL SERVICES

Rates quoted must reflect personnel meeting the qualifications described in *Appendix B* - *Statement of Work*. This constitutes a firm bid, irrevocable for a period of 180 days from the bid due date, based on the following maximum hourly rates:

nom the bid due date, based on the follow	/ing maximum hourly rates:
YEAR ONE (1):	
Job Classification	Hourly Rate
Librarian	\$32.34
Library Assistant	\$23.03
YEAR TWO (2):	
Job Classification	Hourly Rate
Librarian	\$33.00
Library Assistant	\$23.50
YEAR THREE (3):	
Job Classification	Hourly Rate
Librarian	\$33.95
Library Assistant	\$24.21
OPTION YEAR ONE (1):	
Job Classification	Hourly Rate
Librarian	\$34.45
Library Assistant	\$24.85
OPTION YEAR TWO (2):	
Job Classification	Hourly Rate
Librarian	\$34.70
Library Assistant	_\$24.97
Meghond	8/20/08
Signature of Authorized Agent	Date Howroyd-Wright Employment Agency, dba
Michael Hoyal, CFO	AppleOne Employment Services
Name and Title of Signer	Company Name

RFP - APPENDIX D - Page 12

EXHIBIT C

CONTRACTOR'S EEO CERTIFICATION

REQUIRED FORMS - EXHIBIT 8 PROPOSER'S EEO CERTIFICATION

Howroyd-Wright Employment Agency, dba AppleOne Employment Servi	ices		
Company Name			
990 Knox Street, Torrance, CA 90502			
Address	· · · · · · · · · · · · · · · · · · ·		 .
95-2580864			
Internal Revenue Service Employer Identification Number			 -
GENERAL			
In accordance with provisions of the County Code of the County o agrees that all persons employed by such firm, its affiliates, sub will be treated equally by the firm without regard to or because o or sex and in compliance with all anti-discrimination laws of the U California.	sidiaries, or holdi	ng companie	s are and
CERTIFICATION	YES	NO	
 Proposer has written policy statement prohibiting discrimination in all phases of employment. 	(X)	()	
Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(X)	()	
 Proposer has a system for determining if its employment practices are discriminatory against protected groups. 	· (X)	. ()	
 When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables. 	(X)	()	
Signature Agy	8/20/0 Da	/ , 8 te	
flichael Hoyal, CFO			
lame and Title of Signer (please print)			_

EXHIBIT D

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT	NO
COUNTY C	ONTRACT PROJECT DIRECTOR:
Name:	Rose M. Garcia
Title:	Head, Facilities Services
Address:	7400 E. Imperial Hwy., Room 206
	Downey, CA 90242
Telephone:	<u>(562) 940 – 8481</u>
Facsimile:	<u>(562) 803 – 0016</u>
E-Mail Addr	ess: <u>rgarcia@library.lacounty.go</u> v
COUNTY C	ONTRACT PROJECT MANAGER:
Name:	
Title:	Contract Services Coordinator
Address:	7400 E. Imperial Hwy., Room 206
	Downey, CA 90242
Telephone:	<u>(562) 940 – 8485</u>
Facsimile:	
E-Mail Addr	ess:
	ONTRACT PROJECT MONITOR:
Name:	
Title:	Administrative Assistant II
Address:	7400 E. Imperial Hwy., Room 206
	Downey, CA 90242
Telephone:	(562) 940 – 6918
Facsimile:	(562) 803 – 0016
F-Mail Addre	· · · · · · · · · · · · · · · · · · ·

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION TEMPORARY PROFESSIONAL AND PARAPROFESSIONAL LIBRARIAN PERSONNEL SERVICES

APPLEONE EMPLOYMENT SERVICES

CONTRACTOR'S NAME

CONTRACT N	0:				-
CONTRACTO	R'S PROJECT MANAGER:				
Name:	Torrey Hecht				
Title:	Branch Manager				
Address:	28901 S, Western Ave., Suite 217				
	Rancho Palos Verdes, CA 90275				
Telephone:	310-833-8079				· -
Facsimile:	310-833-8522				
E-Mail Address	: thecht@appleone.com		·		
CONTRACTO	R'S AUTHORIZED OFFICIAL(S):				
Name:	Richard Wilke				
Title:	Regional Vice President				
Address:	3099 Kilroy Airport Way, Suite 180				
	Long Beach, California 90806				
Telephone:	562-637-1001				
Facsimile:	<u>562-637-1017</u>	•			
E-Mail Address	: rwilke@appleone.com	· ·			
Name:	Kenneth Landau				
Title:	Director of Government Services				
Address:	990 Knox Street				· · · · · · · · · · · · · · · · · · ·
	Torrance, California 90502			 	
Telephone:	301-516-1572				
Facsimile:	800-539-2228				•
E-Mail Address	klandau@appleone.com				
Notices to Con	tractor shall be sent to the following:				
Name:	Richard Wilke				
Title:	Regional Vice President				
Address:	3099 Kilroy Airport Way, Suite 180				
	Long Beach, California 90806				
Telephone:	562-637-1001		-		
Facsimile:	562-637-1017				
E-Mail Address:	rwilke@appleone.com				

EXHIBIT F

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
 AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.) Contract No. **GENERAL INFORMATION:** The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement. **CONTRACTOR ACKNOWLEDGEMENT:** Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles. **CONFIDENTIALITY AGREEMENT:** Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County. Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager. Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential. Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware. Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress. DATE: 11 14,08 SIGNATURE: PRINTED NAME:

POSITION:

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on

med Contract No.

the Contract until County receives this executed document.)

Contractor Name

Employee Name

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.
EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.
I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.
I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.
CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.
I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.
SIGNATURE: DATE: 11 14 108
PRINTED NAME: Richard Wilke
POSITION: Kegional U.Pi

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)
Contractor Name AppleOne Enployment Contract No.
Non-Employee Name Richard Wilke
GENERAL INFORMATION:
The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.
NON-EMPLOYEE ACKNOWLEDGEMENT:
I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.
I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.
I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.
CONFIDENTIALITY AGREEMENT:
I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to prior to signing.
I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.
I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who shall keep such information confidential.
I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.
SIGNATURE: DATE: 1/14,08
PRINTED NAME: Kichard Wilke
POSITION: Regional U. N.

EXHIBIT G

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

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2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

REQUIRED FORMS - EXHIBIT 10

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name: Howroyd-Wi	ight Employment Agency, di	oa AppleOne Employment Services
Company Address: 990 Knox S	Street	
City: Torrance	State: CA	Zip Code: 90502
Telephone Number: (310) 516	-1572	
	Services:	

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; <u>and</u>, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; <u>and</u>, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.
 - "Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.
 - "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.
- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: Michael Hoyal	Title: CFO
Signature: Mal G Huys	Date: 8/20/08

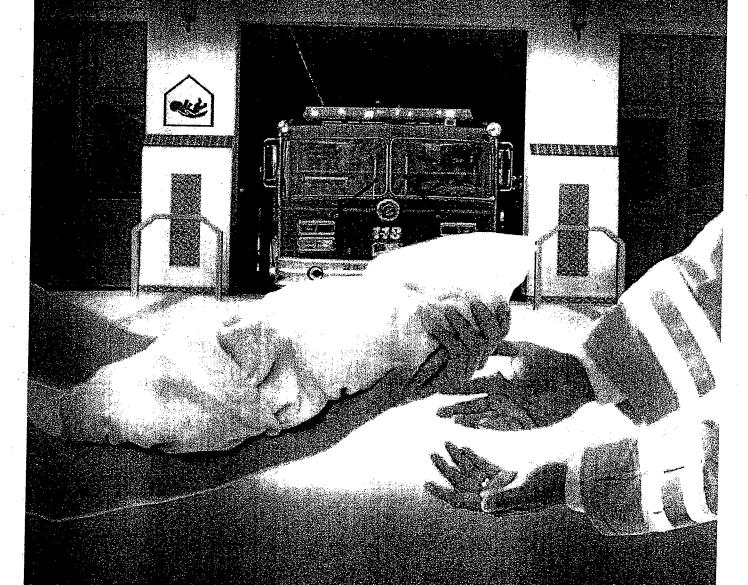
EXHIBIT H

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE = 1-877-222-9723

www.de.bysileaorg



Safely Surrendered

Baby Law

What is the Safely Surrendered Baby Law?

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723 www.babysafela.org

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's unit and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley al Entrega de Bebés Sin Peligro



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723 www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregado en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/ madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dío a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperario dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT I

CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

AGREEMENT CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- "Electronic Media" has the same meaning as the term "electronic media" in 45 1.2 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media memory devices in computers (hard drives) and removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, lines. private networks, and the physical movement removable/transportable electronic storage media. Certain transmissions. including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "<u>Use</u>" or "<u>Uses</u>" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 <u>Permitted Uses and Disclosures of Protected Health Information</u>. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

- 2.2 Adequate Safeguards for Protected Health Information. Business Associate:
 - (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
 - (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.
- Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles Kenneth Hahn Hall of Administration 500 West Temple St. Suite 410 Los Angeles, CA 90012 (213) 974-2164

- 2.4 <u>Mitigation of Harmful Effect</u>. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 <u>Term.</u> The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.
- 4.2 <u>Termination for Cause</u>. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
 - (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 <u>Disposition of Protected Health Information Upon Termination or Expiration</u>

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 <u>No Third Party Beneficiaries</u>. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 <u>Use of Subcontractors and Agents</u>. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 <u>Regulatory References</u>. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 <u>Interpretation</u>. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT J

IRS NOTICE 1015

IRS NOTICE 1015

(Obtain latest version from IRS website) http://www.irs.gov/pub/irs-pdf/n1015.pdf



Department of the Treasury Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC? You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees? You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.